IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL, Plaintiff/Respondent, vs. GERALD ARMSTRONG, Defendant/Appellant.	)	NO. A075027

CLERK'S TRANSCRIPT ON APPEAL

FROM A JUDGMENT MADE AND ENTERED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

VOLUME 35

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION a California for-profit corporation; DOES 1 through 100, inclusive,

Defendants.

No. **157 680**

ARMSTRONG'S OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT; SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS; DECLARATION OF GERALD ARMSTRONG

Date: 3/8/95
Time: 9:00 a.m.
Dept: One
Trial Date: not Set

Defendant Gerald Armstrong hereby appends hereto and incorporates herein his opposition to Scientology's first motion for summary adjudication of the first cause of action of his cross-complaint, filed November 17, 1995.

DATED: February 23, 1996.

G.

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9678

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive,

Defendants.

No. 157 680

ARMSTRONG'S OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION ON FIRST CAUSE OF ACTION OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE

Date: 12/1/95
Time: 9:00 a.m.
Dept: One

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POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR RECONSIDERATION

I. INTRODUCTION

Summary adjudication of Armstrong's cross-complaint for declaratory relief is inappropriate beause cross-defendants fail to address whether the settlement agreement violate Armstrong's right under the Speech and Religion Clauses of the First Amendment. The Court has not ruled on Armstrong's defense based on First Amendmet religious liberty principles. Since that is ignored by Scientoogy, summary adjdication canot be granted. (C.C.P. § 437c (o)(2).) As a substantive matter, the settlement agreement violates public policy and the First Amendment.

The specific allegations of the cross-complaint for declaratory relief state as follows:

> 59. Cross-complainant ARMSTRONG realleges paragraphs 1 through 58, inclusive, and incorporates them by reference herein as though fully set forth.
>
> 60. An actual controversy has arisen and now exists between ARMSTRONG and CSI concerning their respective rights and duties in that ARMSTRONG contends that the only provisions of the settlement agreement that have any legal force any effect were those whereby he dismissed his cross-complaint in Armstrong I in consideration for a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the settlement agreement are void as against public policy and should be severed therefrom, and that CSI and its agents are not entitled to breach the settlement agreement while requiring ARMSTRONG to adhere thereto, whereas CSI disputes this contention and contends that it is entitled to enforce all provisions of the settlement agreement against ARMSTRONG notwithstanding the lack of mutuality thereof.
>
> 61. ARMSTRONG desires a judicial determination of his rights and duties, and a declaration that the only provisions of the settlement agreement which are valid are those which directly pertain to the dismissal of his cross-complaint in Armstrong I in consideration for the payment of a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the settlement agreement should be severed and held not to be legally enforceable because they were designed to suppress evidence and obstruct justice.
>
> 62. A judicial declaration is necessary and appropriate at this time under the circumstances in order that ARMSTRONG may ascertain his rights and duties under the settlement agreement.
>
> 63. ARMSTRONG is being harmed by the settlement agreement insofar as his First Amendment Rights are curtailed, his ability to freely pursue gainful employment is restricted, and his reputation is being attacked in judicial proceedings which he is unable to counter without risking violation of the settlement agreement.

(Scientology's Request for Judicial Notice, (G).)

II. STATEMENT OF FACTS

In the initial litigation between Armstrong and Scientology, Judge Paul G. Breckenridge, Jr., specifically found the Scientology organization to be malevolent, in part because the organization "or its minions is fully capable of intimidation [of witnesses, including Armstrong] or other physical or psychological abuse if it suits their ends." (Armstrong's Separate Statement at ¶ 1 (A), Ex. 1 (A) at 8:3-6.) [1] He further provided the following factual findings, inter alia, regarding Scientology:

> In 1970 a police agency of the French Government conducted an investigation into Scientology and concluded "this sect, under the pretext of 'freeing humans' is nothing in reality but a vast enterprise to extract a maximum amount of money from its adepts by (use of) pseudo-scientific theories, by (use of) 'auditions' and 'stage settings' (lit. to create a theatrical scene') pushed to extremes (a machine to detect lies, its own particular phraseology . .), to estrange adepts from their families and to exercise a kind of blackmail against persons who do not wish to continue with this sect." [footnote omitted] From the evidence presented to this court in 1984, at the very least, similar conclusions can be drawn.
>
> In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization is clearly schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH [L. Ron Hubbard]. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile.

Id. at 8:7-9:4. (Emphasis added.)

In contrast to his findings regarding Scientology, Judge Breckenridge found Armstrong and his witnesses to be credible and sympathetic. He wrote:

> As indicated by its factual findings, the court finds the testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan, Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas, and Homer Schomer to be credible, extremely persuasive and the defense of privilege or justification established and corroborated by this evidence . . . In all critical and important matters, their testimony was precise, accurate, and rang true. The picture painted by these former dedicated Scientologists, all of whom were intimately involved [with the highest echelons of power in] the Scientology Organization, is on one hand pathetic, and on the other, outrageous. Each of these persons literally gave years of his or her respective life in support of a man, LRH [L. Ron. Hubbard], and his ideas. Each has manifested a waste and loss or frustration which is incapable of description.

Id. at 7:9-26. (Emphasis added.)

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[1] Rather than unnecessarily burden the Court's file with repetitive filings, the evidence referred to in Armstrong's Separate Statement herein will not be refiled. Rather, Armstrong relies on the evidence that he submitted in opposition to Scientology's motion for summary adjudication of the twentieth causes of action. There is additional evidence with respect to Scientology's so-called "Upper Level" materials referred to in Armstrong's Separate Statement herein that the Court previously struck as irrelevant. Due to the Court having previously ordered said material stricken, it is submitted again with this opposition.

Since the scope of the settlement agreements' gag provisions specifically included Nancy Dincalci (now Nancy Rodes), Kima Douglas, Laurel Sullivan, and Howard Schomer. (Scientology's Exhibit 1 (B)), it becomes clear that Scientology was seeking to buy its way out of the conclusion that Judge Breckenridge had rendered with respect to its nature and credibility, and to eliminate such persons from ready availability as witnesses in future litigation. The nature of the settlement agreement is further clarified by looking at its requirements that Armstrong forbear from participating in Scientology's appeal of Judge Breckenridge's opinion (Scientology's Exhibit 1 (A) at ¶ 4-B), assist in its effort to obtain return of documents in *United States v. Zolin,* [2] and in, furtherance of the gag provisions, to avoid service of process. (Scientology's Exhibit 1 (A) at ¶ 7H.)

Scientology attorney Lawrence Heller, who is the representative of Scientology depicted on the videotape of Armstrong's signing of the agreement, advised one court in 1989 in a motion to quash a deposition subpena served on Gerald Armstrong (that was based on the agreement) that he "was personally involved in the [1986] settlement" and stated under oath "The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved." (Armstrong's Separate Statement at ¶ 101) He further stated, "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences with the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners." (*Id.* at ¶ 102) When Heller spoke to Armstrong on November 20, 1989, Heller stated that Scientology had obligations of non-disclosure as well as Armstrong. (*Id.* at ¶ 103)

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[2] *United States v. Zolin*, then Case No. CV 85-0440-HLH (Tx) in the U.S. District Court, Central District of California, which on December 6, 1986 (the date of settlement), was on appeal before the Ninth Circuit. *Armstrong I* was ultimately a subject centrally involved in the Supreme Court opinion reported in *United States v. Zolin* (1989) 109 S.Ct. 2619, 105 L.Ed.2d 469.

Zolin arose from an investigation of L. Ron Hubbard, founder of the Church of Scientology, by Criminal Investigation Division of the Internal Revenue Service ("CID/IRS"). *Id.* 105 L.Ed.2d at 480. In the course of its investigation, the CID/IRS sought access to 49 documents, including two most important tape recordings, that had been filed under seal in *Armstrong I*. *Id.* 105 L.Ed.2d at 481. Scientology sought to block CID/IRS access to the documents in *Armstrong I* by asserting the attorney-client privilege as a basis for injunctive relief obtained in the United States District Court for the Central District of California. Citing the crime-fraud exception to the privilege, the CID/IRS opposed. The District Court upheld the privilege. On appeal the Ninth Circuit affirmed. *Id.* 105 L.Ed.2d at 481-83. The United States Supreme Court addressed whether the attorney-client privilege between Scientology and some of its attorneys should be abrogated on the basis "that the legal service was sought or obtained in order to enable or aid the client to commit or plan to commit a crime or tort." *Id.* at 105 L.Ed.2d at 489. In *Zolin,* the Supreme Court reversed the Ninth Circuit's ruling, in *United States v. Zolin* (9th Cir. 1987) 809 F.2d 1411, that the Government had not made a sufficient showing that there had been "illegal advice . . . given by [Scientology] attorneys to [Scientology] officials" to invoke the crime-fraud exception to the attorney-client privilege. Upon reversing and remanding, the Supreme Court ordered the Ninth Circuit to review partial transcripts of the tape recordings sought by the IRS in the criminal investigation of Scientology to determine whether the crime-fraud exception to the privilege applied. On remand, the Ninth Circuit held:

> **The partial transcripts demonstrate that the purpose of the [Mission Corporate Category Sort Out] project was to cover up past criminal wrongdoing. The MCCS project involved the discussion and planning for future frauds against the IRS, in violation of 18 U.S.C. ¶ 371. [citation.] The figures involved in MCCS admit on the tapes that they are attempting to confuse and defraud the U.S. Government. The purpose of the crime-fraud exception is to exclude such transactions from the protection of the attorney-client privilege.**

United States v. Zolin (1990) 905 F.2d 1344, 1345 (emphasis added.).

Pursuant to Paragraph 7E(c) of the settlement agreement specifically addressing the MCCS tapes in *Zolin,* the Scientology Organization required Armstrong to "assist [the Scientology Organization] in recovering these documents as quickly as possible, including but not limited to these tapes."

Scientology repeatedly made disparaging and sladerous comment about Armstrong after the settlement agreement. (*Id.* At ¶ 105)

Armstrong is a Christianist who believes in God and in Jesus and in the Bible. (*Id.* at ¶ 147, 157, 159)

Although Scientology pays lip service to being compatible with Christianist teachings, (*Id.* at ¶¶ 160-161), it is anti-christian. (*Id.* At ¶ 162.) Having been secretly taught, an initiated Scientologist beleives that "Christ, God and Heaven are false ideas 'implanted' in humans by electronic means to enslave them." (*Id.* At ¶ 163) Scientology secretly teaches its adherents that its "auditing" procedures are the only way to free mankind from "Christian" slavery and the "Creator of Heaven." (*Id.* At ¶ 164.) Scientology enforces acceptance of its teachings that Christ, God and Heaven are false "implanted" ideas with Scientology's system of "ethics" punishments, its "auditing procedures," and its institutionalized mockery of God and Christ. Any person in Scientology who professed a belief in Christ, or God, or who sought help through prayer, was viewed and handled as a "psychotic." (*IdI.* At ¶ 166) As a Christianist, Armstrong believes that this "blasphemes the Holy Spirit, the one unforgiveable sin." (*Id.* At ¶ 167-169.) There are others who share Armstrong's beliefs. (*Id* at ¶ 169-172.)

III. THE HELLER DECLARATION RAISES TRIABLE ISSUES AS TO WHETHER THE AGREEMENT WAS INTEGRATED AND AS TO THE PARTIES INTENT THAT THE GAG PROVISIONS WERE RECIPROCAL

> "Under California law, '[t]he test of admissibility of intrinsic evidence to explain the meaning of a written instrument is not whether it appears to the court to be plain and unambiguous on its face, but whether the offered evidence is relevant to prove a meaning to which the language of the contract is reasonably susceptible.' *Thomas Drayage*, 69 Cal.Rptr. at 564, 442 P.2d at 644. Thus, even if a contract appears to be absolutely clear on its face, the court is required to engage in preliminary consideration of extrinsic evidence to see whether it creates an ambiguity. However, if the extrinsic evidence advances an interpretation to which the contract is not reasonably susceptible, the extrinsic

> evidence is not admissible. [citation] Further, the mere existence of intrinsic evidence supporting an alternative meaning does not foreclose summary judgment where the extrinsic evidence is insufficient to render the contract susceptible to the non-movant's proffered interpretation. [citation]."

Barris Industries, Inc. v. Worldvision Enterprises, Inc. (9th Cir. 1989) 875 F.2d 1446, 1450 citing *P.G. & E. v. G.W. Thomas Drayage* (1968) 69 Cal.2d 33, 39-40; *Aragon-Haas v. Family Security Insurance Services, Inc.* (1991) 231 Cal.App.3d 232, 240; Witkin, California Evidence, Vol. 2, pp 920-923, § 975-977, pp. 929-934, § 983-986.

In addition to Heller's sworn representations that the reciprocal intent of the parties was to maintain reciprocal silence, Armstrong relies on Scientology's breaches of its obligation to maintain such silence as to Armstrong as excusing him from having to comply with the same requirement as to it. (Separate Statement ¶ 105) [3]

Thus, given the fact that CSI's own attorney has stated that the intent of the parties was to remain mutually silent about one another, a "germ of a potential ... defense" has been raised sufficient to defeat summary adjudication. *Jos. Schlitz Brewing Co. v. Downey Distributor* (1980) 109 Cal.App.3d 908, 917; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 39.

Most importantly, Heller's contradictory statements also implicate important public policy considerations as to the integrity of the judiciary and the lawyers who practice within it. Recently, the Second District Court of Appeal applied principles regarding stipulated reversals of judgment to a civil compromise that affected the right of the state to conduct a criminal prosecution. It stated that "When a court determines that a contract is contrary to public policy, it has a duty to refrain from allowing parties to maintain an action based on that contract. *Bovard v. American Horse Enterprises* (1988) 201 Cal.App.3d 832, 838." *People v. Eisenberg* (November 7, 1995) 95 C.D.O.S. 8643, 8644. As in *Eisenberg,* principles regarding stipulated reversals of judgment to a civil compromise are instructive in this case as well.

> The public interest exception to the presumption that requests for stipulated reversal will be granted cannot be defined by formula, though it will be more likely preesent when the judgment in question involves important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons. Whether a stipulated reversal would deprive the public of an important benefit must in every case be determined "'from a realistic assessment of all the pertinent circumstances.' [Citation.]" (*California Common Cause v. Duffy* (1987) 200 Cal.App.3d 730, 745

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[3] Among other things, after the settlement, Scientology stated that Armstrong was a perjuror, contemnor, and admitted agent provacteur of the United States Government. (Separate Statement, ¶ 105 (E).

Norman I. Krug Real Estate v. Praszker (1994) 22 Cal.App.4th 1814, 821.

That the public has an interest in the integrity of the judicial system cannot be disputed. *River West, Inc. V. Nickel* (1987) 188 Cal.App.3d 1297, 1306 ["The preservation of public trust both in the scrupulous administration of justice and in the integrity of the bar is paramount ... public's interest in an untainted judicial system."]

The settlement agreement at issue, by itself, "involves important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons," but more importantly because it is one component of a poly-dimensional effort by Scientology to buy its way out of accountability for the consequences of its conduct driven by its Fair Game Doctrine. Thus, the agreement violates the "first principle that the people have the right to know what is done in their courts." *Church of Scientology v. Armstrong* (1991) 232 Cal.App.3d 1060, 1068.

Judge Breckenridge's decision was not an isolated abberation. Scientology has a long history of tortious and criminal behavior.[4] With this judicial context, it is inconceivable that there is no question of fact on the issue that Scienbtology's intention as to the settlement agreement at issue was to "buy [its] way out" *People v. Eisenberg* (November 7, 1995) 95 C.D.O.S. 8643, 8644 quoting *Norman I. Krug Real Estate v. Praszker* (1994) 22 Cal.App.4th at 1823, of having to be accountable for the consequences of its conduct with respect to those whom it had in the past, and would in the future, victimize pursuant to its Fair Game

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[4] *Allard v. Church of Scientology* (1976) 58 Cal.App.3d 439, 443, fn. 1, 447 [Fair Game means "that person 'may be deprived of property or injured by any means by any Scientologist without discipline of the Scientologist. May be tricked, sued or lied to or destroyed.' ... Evidence of such policy statements were damaging to [the Church of Scientology], but they were entirely relevant. They were not prejudicial. A party whose reprehensible acts are the cause of harm to another and the reason for the lawsuit by the other cannot be heard to complain that its conduct is so bad that it should not be disclosed." Practice of Fair Game resulted in setting enemy up for criminal conviction.] *Wollersheim v. Church of Scientology of California* (1989) 212 Cal.App.3d 872, 881-891 [Fair Game was modren-day "Christian inquisition" intended to "neutralize" adversary by stripping him of economic and psychological resources.]; *United States v. Kattar* (1st Cir. 1988) 849 F.2d 118, 125-126 [In the late 1970s, the United States successfully prosecuted a number of high-level Scientologist operatives for various crimes involving illegal break-ins, burglaries and wire taps ... The Church according to the U.S. Attorney, 'launched vicious smear campaigns against those perceived to be enemies of Scientology.' The Church's methods for this included subornation of perjury. The memo also acknowledged the existence of the Fair Game Doctrine as the active animating philosophy of the Church."]; *Church of Scientology v. Commissioner* (1984) 83 U.S. Tax Ct. Rpts. 381, 429-442 ["Petitioner [Church of Scientology of California], its agents, and others willfully and knowingly conspired to defraud the United States ... In pursuit of the conspiracy, petitioner filed false tax returns, burglarized IRS offices, stole IRS documents, and harassed, delayed, and obstructed IRS agents who tried to audit the Church's records. Petitioner gave false information to and concealed relevant information from the IRS about its corporate structure ..."]; *United States v. Hubbard* (D.C. 1979) 474 F.Supp. 64, 70-77, 79, 83-84.

Doctrine.

Under this view, the $800,000 that Scientology paid to Armstrong to dismiss his cross-complaint and maintain silence is not a barometer of the depth of Armstrong's disregard of his word to stick to the settlement. [5] It is a barometer of the value which Scientology placed on the suppression of Armstrong's testimony which was "credible, extremely persuasive and ... corroborated by this evidence . . . In all critical and important matters, . . . was precise, accurate, and rang true" regarding a criminal organization. [6] For this Court to particpate in such a corrupt scheme has "dangerous public policy implications" *Ibid.* because the events set forth above "tend to undermine individual security, personal liberty, or private property, or injure the public or the public good." *Church of Scientology v. Armstrong, supra.* 232 Cal.App.3d at 1068. One result is that "public court business is conducted in private [and then] it becomes impossible to expose corruption, incompetence, inefficiency, prejudice, and favoritism." *Ibid.*

Scientology's litigation practices bring the question of judicial corruption into high relief.

On November 14, 1995, in *Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company, and Richard Behar*, the United States District Court, Southern District of New York, Case No. 92 Civ. 30324 (PKL) the court granted summary judgment in favor of Time Magazine as to the following statements:

> In reality the church is a hugely profitable global racket that survives by intimidating members and critics in a Mafia-like manner."
>
> "Says Cynthia Kisser, the [Cult Awareness] network's Chicago-based executive director" 'Scientology is quite likely the most ruthless, the most classically, terroristic, the most litigous cult the

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[5] As Armstrong's evidence has illustrated (Separate Statement at ¶¶ 106, 154, 155), he did keep his word for years until Scientology's betrayal of their promises became completely intolerable.

[6] The nature of Scientology continues to be judicially recognized as a live public controversy of great importance. In his Memorandum Opinion, United States District Court Senior Judge John L. Kane Jr. in *Religious Technology Center v. F.A.C.T.NET, INC.; Lawrence Wollersheim and Robert Penny*, United States District Court for the District of Colorado, Case No. 95-K-2143, filed October 3, 1995, found that

> "The alleged copying by the Defendants was not of a commercial nature. Rather, it was for the non-profit purposes to advance understanding of issues concerning the Church which are the subject of on-going public controversy. ... [L] Defendants maintain and the evidence does not refute that the Lerma postings to the Internet were made in the context of ongoing dialogue in the particular newsgroup to which they were posted. [T]hey form part of the topical debate concerning whether the Works are of substance or are perpetuated as part of systemic mind control. ... As such, the postings may well be considered as having been made for the purposes of criticism, comment or research falling within the fair use doctrine"

(Armstrong's Request for Judicial Notice, A.)

> country has ever seen. No cult extracts more money from its members.'"
>
> "Those who criticise the church – journalists, doctors, lawyers and even judges so often find themselves engulfed in litigation, stalked by private eyes, framed for fictional crimes, beaten up or threatened with death."

(Request for Judicial Notice, B at p. 7.)

IV. ARMSTRONG IS ENTITLED TO A DECLARATION THAT THE CONTRACT VIOLATES THE FIRST AMENDMENT [7]

Armstrong's exercise of his right as an apostate to criticize his former religion while his former religion not only assails his reputation and character, but also his Christianist religious beliefs is a violation of the First Amendment. The contract forces Armstrong, ultimately upon penalty of imprisonment, to maintain abject silence in the face of a Scientologist attack upon the root's of Armstrong's Christianist beliefs. Such violates two constitutionally essential principles regarding the speech and religion clauses of the First Amendment.

Justice Brandeis best articulated the value of free speech as the necessary predicate and intelligent core of constitutional liberty in his famous concurrence in *Whitney v. California* (1927) 274 U.S. 357, 375:

> "[The Framers of the Constitution] believed the freedom to think as you will and to speak as you think are means indispensable to the discovery and spread of political truth; that without free speech and assembly discussion would be futile; that with them, discussion affords ordinarily adequate protection against the dissemination of noxious doctrine; that the greatest menace to freedom is an inert people; that public discussion is a political duty; and that this should be a fundamental principle of American government. They recognized the risks to which all human institutions are subject. But they knew that order cannot be secured merely through fear of punishment for its infraction; that it is hazardous to discourage thought, hope and imagination; that fear breeds repression; that repression breeds hate; that hate menaces stable government; that the path of safety lies in the opportunity to discuss freely supposed grievances and proposed remedies; that the fitting remedy for evil counsels is good ones. Believing in the power of reason as applied through public discussion, they eschewed silence coerced by law - the argument of force in its worst form."

Justice Cardozo referred to freedom of speech as "the matrix, the indispenible condition, of nearly every other form of freedom." *Palko v. Connecticut* (1937) 302 U.S. 319, 327.

> [The First] Amendment rests on the assumption that the widest possible dissemination of information from diverse and antagonistic sources is essential to the welfare of the public ...

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[7] Scientology's motion for summary adjudication directs itself solely to the allegations of paragraph 61 of the cross-complaint. As such it omits addressing the allegations of paragraphs 60 and 63. Paragraph 60 pertains the need for declaration of rights and duties on the issue of the one-sided interepretation of the agreement. Paragraph 63 alleges that Armstrong's exercise of his First Amendment rights are harmed by the contract. There fore summary adjudication of the cross-complaint should be denied because it fails to carry its burden that one or more elements of the cause of action cannot be established or that there is a complete defense to the casue of action. (C.C.P. § 437c (o)(2).)

Citizen Publishing Co. V. United States (1969) 394 U.S. 131, 139-140. The reason for protecting the free flow of information is that "[o]ur system of government requires that we have faith in the ability of the individual to decide wisely, if only he is fully apprised of the merits of a controversy." *Eisenstadt v. Baird* (1972) 405 U.S. 438, 457 (Douglas, J., concurring.)

> "... above all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content. [Citation.] To permit the continued building of our politics and culture, and to assure self-fulfillment for each individual, our people are guaranteed the right to express any thought, free from government censorship. The essence of this forbidden censorship is content control. Any restriction on expressive activity because of its content would completely undercut the 'profound national commitment to the principle that debate on public issues should be uninhibited, robust and wide-open.' [Citation.]"

Police Department v. Mosley (1972) 408 U.S. 92, 95-96.

The contract violates the public interest, and eviscerates its own ability to fulfill its purpose - the ascertainment of truth. It asserts the Power of Government upon Armstrong to restrain him from participating in discussion of "noxious doctrine," which is "silence coerced by law – the argument of force in its worst form." *Whitney*, 274 U.S. at 375-376.

There is a "germ of a defense" that the instant setttlement agreement violates the public interest because it allows Scientology to "buy its way out" of accountability for the consequences of acting out its Fair Game Doctrine which can have a devastating impact on"important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons." Money, even $800,000, cannot be allowed to buy this. If it is, the true doublespeak will be "Justice." Because Scientology is able to "buy away" the legacy of its evil conduct, and continue to use the judicial system as a tool of the destruction of its enemies, Justice will have become Injustice.

In addition to the contract constituting a most egregious prior restraint on pure speech, the nature of the speech which it impacts, is subject to additional First Amendment protection because it is of an independantly religious nature.

Speech about religion is speech entitled to the general protections of the First Amendment. This includes descriptions of religious experiences. *Widmar v. Vincent* (1981) 454 U.S. 263, 269, fn. 6.

> "In the realm of religious faith, and in that of political belief, sharp differecnces arise. In both fields the tenets of one man may seem the rankest error to his neighbor. To persuade others to his own point of view, the pleader, as we know, at times, resorts to exaggeration, to vilification of men who have been, or are, prominent in church or state, and even to false statement. But the people of this

> nation have ordained in the light of history, that, in spite of the probability of excessess and abuses, these liberties are, in the long view, essential to enlightened opinion and right conduct on the part of the citizens of a democrary."

Cantwell v. Connecticut (1940) 310 U.S. 296, 310.

Armstrong beleives that God has sent him to help the "little people" whom Scientology "persecutes." (Separate Statement at ¶¶ 173-175) "It is a function of speech to free men from the bondage of irrational fears." *Whitney, supra.*, 274 U.S. at 376. Thus, to enforce the Scientologist view while prohibiting any expression of the counterbalancing Christianist view, violates Armstrong's right to freely exercise his religion, even if the sum total of that religion is to register his public dissent to the conduct taken in furtherance of the Fair Game Doctrine.

> "Those who begin coercive elimination of dissent soon find themselves exterminating dissenters. Compulsory unification of opinion achieves only the unanimity of the graveyard. [¶] It seems trite but necessary to say that the First Amendment to our Constitution was designed to avoid these ends by avoiding these beginnings. There is no mysticism in the American concept of the State or of the nature or origin of its authority. We set up government by consent of the governed, and the Bill of Rights denies those in power any legal opportunity to coerce that consent. Authority here is to be controlled by public opinion, not public opinion by authority.

West Virginia State Board of Education v. Barnette (1943) 319 U.S. 624, 641.

Armstrong's views on Scientology were sufficiently supported by evidence and conceptually powerful to convince Judge Breckenridge to make the conclusions he did about Scientology. Even if Armstrong's view were to be relegated to the realm of what is eccentric rather than what is effective, the First Amendment would still compel protection against the Court's prior restraint of his speech.

> We can have intellectual individualism and the rich cultural diversities that we owe to exceptional minds only at the price of occasional eccentricity and abnormal attitudes. When they are so harmless to others or to the State as those we deal with here, the price is not too great. But freedom to differ is not limited to things that do not matter much. That would be a mere shadow of freedom. The test of its substance is the right to differ as to things that touch the heart of the existing order.

Id. At 641-642.

Armstrong's position does go to the heart of the existing order because he asserts that no amount of money, not even $1 million, can buy the truth. He says the First Amendment is not for sale. [8]

---

[8] The *ITT Telecom Products Corp. v. Dooley* (1989) 214 Cal.App.3d 307, 319 case is inapposite. Attorney Heller testified that both parties would maintain silence about the other. Thus there is a question of fact as to whether or not Armstrong had voluntarily, knowingly and intelligently agreed that Scientology could say whatever it wanted about him, and that if he said anything back he could be sued, enjoined and jailed. There is no evidence that a constitutional waiver had taken place.

The Fourteenth Amendment supports Armstrong's position.

> The test of legislation which collides with the Fourteenth Amendment, because it also collides with the principles of the First, is much more definite than the test when only the Fourteenth is involved. Much of the vagueness of the due process clause disappears when the specific prohibitions of the First become its standard. ... freedoms of speech and of press, of assembly, and of worship may not be infringed on ... slender grounds. They are susceptible of restriction only to prevent grave and immediate danger to interests which the state may lawfully protect.

Id. 319 U.S. at 639. Armstrong engaging in religious speech regarding Scientology presents no " grave and immediate danger" to the State's interest. The only value which supports the injunction is the right to contract. While not to be belittled, such right is also not ultimate.

Just because citizens contracted to purchase homes with the express covenant that said home would never be sold to Africans was insufficient to enforce such racially restrictive covenants. *Shelley v. Kraemer* (1948) 334 U.S. 1. Judicial action is state action and therefore subject to the requirements of the Fourteenth Amednment. *Id.* At 14-18. Just as Black and White people stand equally before the law, so does the Scientologist and the Christianist. The Scientologist cannot use the law to strip the Christianist of his First Amendment Rights without running afoul of the First and Fourteenth Amendments.

All of the speech which the contract represses is religious in nature because the content of such speech is the criticism of the Scientology religion and its leaders by Armstrong. (Separate Statement ¶138-175) Such prior restraint puts Armstrong in the position that while Scientology may lie about Armstrong to the public, if he in response tells the truth about Scientology, Scientology will have this court jail him for contempt of court. It is the greatest irony that Scientology, a tax-exempt organization that is supposed to benefit the public, has obtained a court order to silence the words of a former member who warns the public of the danger it presents. Such would be a denial of equal protection of the law, not to mention a violation of the First Amendment's establishment clause.

In order to pass muster under the First Amendment's estasblishment clause, the governmental action must pass a three-pronged test.

> "First the [governmental order] must have a secular legislative purpose; second, its principal or primary effect must be one that neither advances nor inhibits religion ...; finally the [order] must not foster an excessive governmental entanglement with religion."

Lemon v. Kurtzman (1971) 403 U.S. 602, 612-613. Failure of state action to satisfy any one of the criteria requires invalidation. *Edwards v. Aguillard* (1987) 482 U.S. 578, 583. "[G]overnment cannot exert its authority in the domain of religious conviction. Government may not convey any message of 'endorsement or disapproval' of religious activity, or use its 'power [or] prestige ... to control, support or influence' any matter of religious faith." *United Christian Scientists v. First Church of Christ* (1987) 829 F.2d 1152, 1161-1162.

The contract fails the last two prongs of this test. The order advances Scientology's religious purpose while its inhibits Armstrong's. It furthers Scientology's Fair Game Doctrine, allowing it to lie about Armstrong, and inhibits Armstrong's dedication to the truth by silencing him in the face of such lies. The order allows Scientology to propagate its belief that God and Jesus are "implants" to enslave man, while at the same time it censors Armstrong's belief that such is blasphemy.

Finally, the order constitutes an excessive entanglement because if Armstrong's conscience cannot allow him to remain silent in the face of such lies, this court in the enforcement of its order will have to jail him for the act of standing up and speaking his convictions, whether the court considers him to be mad or not. It is inconceivable that in our democratic society the Government will enforce a religious edict by jailing a citizen who dares to speak out against it.

VII. SUMMARY ADJUDICATION SHOULD BE DENIED BECAUSE THE HELLER AND LONG DECLARATIONS RAISE TRIABLE ISSUES REGARDING THE DEFENSE OF UNCLEAN HANDS

Assuming without conceding that as a matter of contractual interpretation CSI was not required to maintain silence as to Armstrong, its actions are such as to create a triable issue regarding the defense of unclean hands. (Separate Statement at ¶ 105, 130) Traditionally, the doctrine of unclean hands is invoked when one seeking relief in equity has violated conscience, good faith or other equitable principles in his prior conduct. Accordingly, one who violates his contract cannot have recourse to equity to support that violation. *Fibreboard Paper Prod. Corp. v. East Bay Union* (1964) 227 Cal.App.2d 675, 727. It is a proper defense in a legal action as well as in equity *Id.* at 728.

> Any unconscientious conduct in the transaction may give rise to the defense. [Citations.] This maxim is far more than a mere banality. It is a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant. The doctrine is rooted in the historical concept of a court of equity as a vehicle for affirmatively enforcing the requirements of conscience and good faith. This presupposes a refusal on its part to be 'the abettor of inequity.'"

Burton v. Sosinsky (1988) 203 Cal.App.3d 562, 573-574.

> The equitable principles underlying the clean hands doctrine do not require a finding that Pond was guilty of perjury, concealment or other illegal conduct, '[f]or it is not only fraud or illegality which will prevent a suitor from obtaining equitable relief. *Any unconscientious conduct* upon his part which is connected with the controversy will repel him from the forum whose very foundation is good conscience.

Pond v. Insurance Co. of America (1984) 151 Cal.App.3d 280, 291. The application of the doctrine is primarily a question of fact. *Fibreboard,* 227 Cal.App.2d at 726-727. The defense applies only if the inequitable conduct occurred in a transaction directly related to the matter before the court and affects the equitable relationship between the litigants. *California Satellite Systems, Inc. v. Nichols* (1985) 170 Cal.App.3d 66, 70. The unconscionable conduct must be of such a nature that it would, if permitted to go unnoticed, result in prejudice to the other party. *Soon v. Beckman* (1965) 234 Cal.App.2d 33, 36.

Based on Heller's statements as to the intention of the parties on one hand (Separate Statement ¶ 101, 102), and Scientology's post settlement references to and characterizations of Armstrong as a liar, agent provocateur, and contemnor on the other (*Id.* at ¶105), it is clear that Armstrong has raised a factual issue as to his issue of unclean hands. Scientology cannot state out of one side of its mouth that the keep quiet provisions were mutual and state out of the other side of its mouth the ways in which it says Armstrong is a bad man.

VIII. CONCLUSION

Based on the foregoing points and authorities, defendant Armstrong respectfully submits that the motion for summary adjudication shoul be denied.

DATED: November 17, 1995

~~HUB LAW OFFICES~~

By:________________
FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S AMENDED MOTION OF MOTION AND MOTION FOR RECONSIDERATION OF GRANT OF SUMMARY JUDGMENT AS TO TWENTIETH CAUSE OF ACTION FOR PERMANENT INJUNCTION; POINTS AND AUTHORITIES; DECLARATION OF FORD GREENE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

~~BY PERSONAL SERVICE~~

LAURIE J. BARTILSON,ESQ.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

BY FAX

[X]	(Personal Service)	I caused such envelope to be delivered by hand to the offices of the addressee.
[X]	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
[X]	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: November 16, 1995

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT; ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT; DECLARATION OF GERALD ARMSTRONG IN OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

ANDREW H. WILSON, ESQ.
Wilson, Ryan & Campilongo
115 Sansome Street, 4th Floor
San Francisco, CA 94104

Laurie J. Bartilson, Esquire
Moxon & Bartilson
6255 Sunset Boulevard, Ste. 2000
Los Angeles, CA 90028

[x](By Mail)I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x](State)I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: February 23, 1996

Lori Ann Phippeny

ORIGINAL

9694

FILED
FEB 23 1996
HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION a California for-profit corporation; DOES 1 through 100, inclusive,

Defendants.

No. **157 680**

DECLARATION OF GERALD ARMSTRONG IN SUPPORT OF OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT

Date: 3/8/95
Time: 9:00 a.m.
Dept: One
Trial Date: not Set

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.

2. This Court has not ordered that I may not discuss my post-December, 1986 experiences with Scientology, this Court's orders, nor the contents or substance of Scientology's post-December, 1986 lawsuits and other actions against me, including the instant action.

3. Following a series of post-settlement attacks and

threats by Scientology, in February, 1990 I petitioned the California Court of Appeal for permission to respond in the appeal Scientology had taken from the 1984 judgment in Scientology v. Armstrong, Los Angeles Superior Court Case No. C 420153 ("Armstrong I"), and had been able to maintain since the December, 1986 settlement. The Court of Appeal, sua sponte, unsealed the settlement agreement and permitted me to file unsealed and discuss the contents and substance of the Armstrong I case. The Court of Appeal also denied Scientology's motion to seal the appellate record which contained the contents and substance of Armstrong I.

4. Scientology filed the Settlement Agreement in open court in February, 1992, as an unsealed exhibit to its initial complaint herein.

5. Appended hereto as Exhibit A is a true and correct copy of my petition to the Court of Appeal with the Court's handwritten permission.

6. Appended hereto as Exhibit B is a true and correct copy of the Court of Appeal's denial of Scientology's motion to seal the appellate record.

7. My answer in Scientology's adversary proceeding, Scientology v. Armstrong, US Bankruptcy Court for the Northern District of California, Case no. 95-1164 ("Ad. Pro.") contains the contents and substance of Armstrong I. The Bankruptcy Court has not ordered that I not discuss the contents and substance of my Ad. Pro. answer nor anything else contained in the bankruptcy case file; nor has Scientology applied to the Bankruptcy Court for any such order.

8. Appended hereto as Exhibit C is a true and correct copy

of my second amended Ad. Pro. answer.

9. At various times, all after the disclosure of the settlement agreement by Scientology and after its initiation of this action, I have been permitted by the California Court of Appeal, the Los Angeles Superior Court, the Marin Superior Court and the US Bankruptcy Court to discuss the Armstrong I litigation and my experiences with and knowledge of Scientology without being required to do so.

10. I am permitted to file an appeal from this Court's orders. The orders do not limit the content or substance of my appellate briefs, which may include the contents and substance of the Armstrong I case and the contents and substance of Scientology's post-December, 1986 lawsuits and other actions against me, including the instant action.

11. I cannot be prohibited from canvasing for amici curiae in my appeal from this Court's orders, or discussing with any potential amici the contents and substance of the Armstrong I case and the contents and substance of Scientology's post-December, 1986 lawsuits and other actions against me, including the instant action.

12. Scientology's settlement agreement on its face prohibits me from communicating my experiences in or with Scientology up to December, 1986 with my attorney(s). This Court's orders specifically permit me to so communicate with my attorney(s). Similarly the settlement agreement prohibits me from so communicating to a minister of my Church, to a medical doctor or to a psychotherapist. For the same reason that I could not be prohibited from communicating anything to my attorney(s) I cannot be prohibited from communicating anything to a minister of my

Church, to a medical doctor or to a psychotherapist, despite these professions being omitted from this Court's orders.

13. The settlement agreement on its face does not permit me to bring any legal action against Scientology to obtain redress for its criminal and tortious acts against me since the December, 1986 settlement, because to do so would necessarily involve my not maintaining strict confidentiality and silence with respect to my experiences with the Church of Scientology and any knowledge or information I may have concerning the agreement beneficiaries. I cannot, however, legally be prohibited from bringing any legal action against Scientology to obtain redress for its criminal and tortious acts against me since the December, 1986 settlement.

14. Such acts include, but are not limited to: filing affidavits accusing me of crimes and of being an agent provocateur of the United States government; publishing distorted versions of my Scientology history; using documents which Scientology had requested be sealed in the _Armstrong I_ case to attack me; distributing copies of edited versions of illegally obtained videotapes of me to the media internationally; threatening me six times with being sued if I responded to any attacks; threatening me with being sued if I testified even pursuant to a lawfully served subpoena; secretly videotaping me; suing me four times; attempting to have me jailed for contempt of court based on Scientology's mischaracterization of my actions and manufactured charges; filing declarations in various courts containing false charges, and using the settlement contract to prevent me from responding or punish me for responding; using a paid agent to spread the false rumor that I have AIDS; disseminating to the media packs of black propaganda which provide Scientology's false

version of my experiences, including lies that I testified falsely at trial in 1984, that I have adopted a degraded lifestyle, that I am connected to a referral agency for kidnapping, that my defense in the 1984 trial was a sham and a fraud, that the Los Angeles Police Department authorized videotaping me, that I wanted to plant fabricated documents in Scientology files and tell the IRS to conduct a raid, that I wanted to plunder Scientology for my own financial gain, that I never intended to stick to the terms of the settlement contract, that my motives are money and power, that I was incompetent as a researcher, that I perjured myself about surrendering documents to the court, that I wanted to orchestrate a coup in which members of the US government would wrest control of Scientology; publishing black propaganda about me without stating its source which provide Scientology's false version of my experiences including the lies that I was formerly a heavy drug pusher, that a Marin Independent Journal photo showed me in the nude, that I am psychotic and live in a delusory world; charging falsely in a letter to the press that I had distinguished myself by posing naked in a newspaper; attempting to cause me trouble with the IRS by writing black propaganda letters about me; distributing packs of black propaganda which attack my lawyer, Ford Greene, and Judge Breckenridge; attempting to deny me my Constitutionally guaranteed rights including due process and freedom from slavery.

15. In or in anticipation of such an action against Scientology to obtain redress for its criminal and tortious acts against me since the December, 1986 settlement I could not be prohibited from discussing my experiences or others' experiences, or Scientology, or plaintiff, or any or all of the beneficiaries

of Scientology's settlement agreement or this Court's orders with anyone.

16. Although paragraph 7I of the settlement agreement prohibits the use of past actions or activities that were alleged during the course of the Armstrong I litigation in future litigation between me and the agreement beneficiaries, Scientology has used such past actions or activities that were alleged during the course of the Armstrong I litigation against me in all of its post-December, 1986 litigations against me. I have responded in my defenses with the similar use of past actions or activities that were alleged during the course of the Armstrong I litigation against me.

17. Paragraph 18E of the settlement agreement states that "[t]he parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement." If the settlement agreement were interpreted to be promoting settlement of disputes and promoting justice, then Scientology's post-December, 1986 acts against me would be seen as acts which are inconsistent with the agreement. Scientology's post-settlement acts have led to four additional lawsuits and likely more to come. This Court's misinterpretation of the settlement agreement, however, leads to the conclusion that Scientology's post-December, 1986 acts against me are not inconsistent with the agreement because this agreement is designed to suppress evidence and obstruct justice, and because this Court's misinterpretation is that it is permissible that the agreement obstruct justice, while calling it something else.

18. This Court's Order of Permanent Injunction does not

specifically prohibit me from not obstructing justice.

19. In my petition to the Court of Appeal in February, 1990 I argue that "it would be a fraud upon this court to not advise it that the respondent is prohibited from filing a brief," and that appellants' use of the agreement is "obstructive and threatening." My petition was granted.

20. Mr. Wilson and Ms. Bartilson state in their declarations in support of the instant motion that is not likely that Scientology will seek to enforce paragraphs 7I and 18E of the Settlement Agreement. It is most likely, however, that Scientology will not seek to enforce paragraph 7I of the settlement agreement, because, as stated in paragraph 16 above, Scientology violated this paragraph before I ever did. It is also most likely that Scientology will not seek to enforce paragraph 18E of the settlement agreement because this Court has signaled that nothing Scientology could possibly do, no matter how non-mutual or inconsistent with "the implied covenant of good faith and fair dealing contained in every contract" is inconsistent with this Agreement. By not recognizing that Scientology's post-settlement attacks are acts which are inconsistent with the agreement, this Court stripped me of one of the rare and slim benefits and protections of implied mutuality I had under the agreement.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on February 23, 1996.

Gerry Armstrong

9702

FEB 28 1990
EA

OF APPEAL - SECOND DIST.
ILED
FEB 28 1990
RT N. WILSON Clerk
Deputy Clerk

ORIGINAL

MAR - 9 1990

Permission to file respondent's brief GRANTED
Time to file respondent's brief extended to 60 days after date of this order.

3-22-90

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,
Plaintiffs-Appellants,
v.
GERALD ARMSTRONG,
Defendant-Respondent
MARY SUE HUBBARD
Intervenor.

Case No. B025920
LASC No. C420153

RESPONDENT'S PETITION FOR PERMISSION TO FILE RESPONSE AND FOR AN EXTENSION OF TIME TO FILE RESPONSE

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case was ostensibly settled. Para. 4B contains the condition that I "waive any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology of California."

I have recently become convinced that it would be a fraud upon this court to not advise it that the respondent is prohibited from filing a brief. I am also now convinced that my right to file a respondent's brief is not something that can be taken away by such a settlement agreement.

I have discovered, moreover, that "the failure to file respondent's brief imposes an unnecessary burden on [the] court, and at least raises the inference that respondent concedes that the appeal is meritorious," Sowell v. Sowell, 164 Cal. App. 2d 371, 330 P.2d 391 (1958), Yarbrough v. Yarbrough, 144 Cal. App. 2d 610, 301 P. 2d 426 (1956); that the court "may assume . . . that the respondent has abandoned any attempt to support the judgment, and . . . may also assume that the points made by the appellant are meritorious," Roth v. Keene, 256 Cal. App. 2d 725, 64 Cal. Rptr. 399 (1967); and that the court "shall regard with disfavor the failure of a respondent in any case to assist the court by means of an answering brief," James v. James, 125 Cal. App. 2d, 417, 270 P.2d, 538 (1954).

I am therefore requesting this court's permission to file a respondent's brief, motion for dismissal or other responsive document.

2. Extension of Time to File:

I received Appellants' Brief and Appellants' Supplemental Appendix in Lieu of Clerk's Transcript from Flynn, Sheridan & Tabb on January 18, 1990. I have not yet received Appellants' Appendix.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants had five and a half years from the date the trial court issued its Decision to the date they filed their brief.

Appellants have filed another appeal, entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant, Bent Corydon, Appellee,Civ. No. B 038975 in Division Four in the Second Appellate District, which has its genesis in the same case underlying this appeal, Super. Ct. No. C420153, and concerns many of the same facts and issues as this appeal. I am at this time also petitioning the Division Four Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement, which this court does not have to consider in order to grant my petition, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 90 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 20, 1990

Respectfully submitted,

GERALD ARMSTRONG

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business adress is 7140 Buckingham Blvd., Berkeley, CA 90475.

On February 20, 1990 I caused to be served the foregoing document described as RESPONDENT'S PETITION TO FILE RESPONSE AND FOR AN EXTENSION OF TIME TO FILE RESPONSE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 20, 1990 at Oakland, California.

____

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE
3580 Wilshire Blvd., Room 301
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.
RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.
740 Broadway, Fifth Floor
New York, New York 10003-9518

MICHAEL LEE HERTZBERG, ESQ.
275 Madison Avenue
New York, New York 10016

MICHAEL J. FLYNN, ESQ.
FLYNN, SHERIDAN & TABB
One Boston Place, 26th Floor
Boston, Massachusetts 02108

JULIA DRAGOJEVIC, ESQ.
CONTOS & BUNCH
5855 Topanga Canyon Blvd., #400
Woodland Hills, California 91367

CLERK OF THE SUPERIOR COURT
111 North Hill Street
Los Angeles, California 90012

9707

12-7-91
Ga

OFFICE OF THE CLER
COURT OF APPEAL
STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT
ROBERT N. WILSON, CLERK

DIVISION: 3 DATE: 12/05/91

Gerald Armstrong
P.o. Box 751
San Anselmo, CA. 94960

RE: Church of Scientology of California,Etal
VS.
Armstrong, Gerald
Corydon, Bent
2 Civil B038975
Los Angeles NO. C420153

THE COURT:

MOTION TO SEAL RECORD DENIED.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
In Propria Persona

ORIGINAL FILED
ORDER FOR RELIEF
95 SEP 25 PM 4:01
KEENAN [illegible], CLERK
U.S. BANKRUPTCY COURT
NORTHERN DIST OF CA.
SANTA ROSA, CA.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re

GERALD ARMSTRONG,

Debtor

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California non-profit religious corporation,

Plaintiff,

v.

GERALD ARMSTRONG,

Defendant.

Case No. **95-10911 aj**

Chapter 7

Adv. No. **95-1164**

GERALD ARMSTRONG'S SECOND AMENDED ANSWER

INTRODUCTION

Plaintiff Scientology organization has been judicially declared paranoid and schizophrenic. Scientology's paranoia and schizophrenia are a reflection of its founder L. Ron Hubbard. Hubbard was judicially declared to be a pathological liar, greedy, lustful of power, vindictive, and aggressive against persons he perceived as disloyal or hostile. Out of his paranoia and schizophrenia, Hubbard concocted and adopted a philosophy and practice of opportunistic hatred as his way of dealing with persons so perceived. Out of his paranoia and schizophrenia

Hubbard targeted and labelled persons so perceived "suppressive persons," (or "SPs") and "enemies." At a certain point Hubbard called his philosophy and practice of opportunistic hatred, "fair game," and he formed an organization, which he called a "church," to carry out his "fair game" intentions, plans, programs, operations and orders. He used the resources and personnel of the Scientology organization to carry out antisocial and criminal acts against individuals and groups designated as "enemies." Hubbard's "fair game" policy, which has been several times judicially condemned, states: "ENEMY - SP Order. Fair game. May be deprived of property or injured by any means by any Scientologist without the discipline of the Scientologist. May be tricked, sued or lied to or destroyed." Out of his paranoia and schizophrenia Hubbard further instructed his "church" to use society's legal systems to harass and ruin perceived "SPs" or "enemies." It has been judicially declared that his Scientology organization has a history of violating and abusing its own members' civil rights, and harassing and abusing those persons not in the organization whom it perceives as enemies. It has been judicially declared that the Scientology organization is fully capable of intimidation or other physical or psychological abuse if it suits their ends. Hubbard and Scientology, while knowing that defendant Armstrong was neither an "SP" nor an "enemy," as said terms are used and defined in Scientology's policies, orders and other writings, so labelled him, and subjected him to "fair game" until Hubbard died in 1986. Scientology's new leader David Miscavige has continued its "fair game" doctrine until the present, and his Scientology organization continues to the present to label and target

Armstrong as an "SP," an "enemy," and "fair game." The instant complaint by Scientology is the product of Miscavige's and Scientology's paranoia and schizophrenia manifested in their "fair game" doctrine and attacks. Miscavige and Scientology have known throughout the time period covered by the matters herein of the judicial condemnation of "fair game." Miscavige and Scientology are harassing Armstrong with judicial enforcement of an illegal and evil contract, his signature on which they obtained by extortion, fraud and the abuse of his common decency and trust. From the time of signing of said contract to the present, Miscavige and Scientology have subjected Armstrong to a campaign of covert and overt character assassination (which Scientology calls "black propaganda"), stalking, threat, lies and litigation. Scientology has a reputation in its legal affairs for dirty tricks, threat, dishonesty, deception, attrition and overwhelm which is widely known and feared by this country's attorneys and by the media. Scientology also has a widely known reputation for using bullying and dishonest private investigators to harass perceived opponents pursuant to "fair game" and for shielding their aggressive and corrupt activities behind the work product privilege of corrupt attorneys. All of Armstrong's actions which Scientology claims are breaches of its "contract" were in logical, legal response to Miscavige's and Scientology's dangerous and damaging "fair game" activities. Armstrong's actions have all been justified and privileged, and Scientology has not been damaged in any way by his actions. The instant complaint is one part of Miscavige's and Scientology's program to misuse the legal system to harass and ruin Armstrong. Miscavige's and Scientology's misuse of the legal system is one front in their war on Armstrong, the purpose of which is his demise. This is not a purpose for which the legal system and the nation's courts may be used.

For the fleeting illusion of power and wealth Hubbard sold his soul to the world's dark force of evil. Out of his paranoia and schizophrenia Hubbard considered himself anti-Christ and devised an anti-Christian philosophy and organization to achieve his anti-Christian goals of world power and wealth. Armstrong is a Christian. Armstrong believes he has been called by God to bring His Light to Scientology's benighted and enslaved souls. Armstrong believes his experiences are God's and that he cannot be silenced by man's courts concerning his experiences or about Scientology's dark, secret and anti-Christian nature. Armstrong believes that Scientology is dangerous to himself, others, to wisdom, and to goodness itself, and that Scientology's dangerousness is reduced by bringing its dark, secret and anti-Christian nature to light, and by not succumbing to the threat and of its evil "fair game" doctrine.

HISTORY

Armstrong was in Scientology from 1969 through 1981. Throughout those years he believed Hubbard's and Scientology's public representations about their history, credentials, research, and benevolent intentions. Armstrong accepted Hubbard's and Scientology's guarantees of higher intelligence, greater freedom, increased abilities and elevated ethics that they made for their psychological processing, or "auditing." Armstrong gave Hubbard and Scientology his allegiance, support and life, which Hubbard and Scientology, out of their paranoia and schizophrenia, systematically and callously abused.

From 1971 through 1981 Armstrong was in the Sea Organization, one of the two administration and power arms through which Hubbard controlled Scientology around the world. The other power arm of Scientology that Hubbard used to maintain control was the Guardian's Office, headed by his wife Mary Sue Hubbard. Armstrong worked with Hubbard for four years on his ship, the "Apollo," and held the positions of public relations officer, legal officer and intelligence officer. Armstrong later was in charge of Hubbard's telex and mail traffic at a base in Florida, and then Hubbard's household staff at a base in southern California. Throughout his Sea Org experience Armstrong gained a knowledge of organization structure, function, control, finances, personnel, policies and operations. During 1980 and 1981 Armstrong assembled an archive of Hubbard's personal records, correspondence and writings of all kinds, and did the research for a Hubbard biography. Armstrong provided Hubbard's personal archive materials to non-Scientologist writer Omar V. Garrison who had been contracted to write the biography.

Through his study of Hubbard's archive, and the integration of his knowledge and experiences gained throughout his years in Scientology, Armstrong discovered and documented the fact that Hubbard and Scientology had systematically and callously lied in their public representations about their history, credentials, research, benevolent intentions, and guarantees for auditing. Armstrong discovered and documented the facts that Hubbard claimed to be a civil engineer and nuclear physicist who excelled is his university education; yet he had actually failed his few courses in physics and dropped out of university without completing his second year. Armstrong discovered and documented the facts that Hubbard claimed that it was a matter of medical record that he had twice been pronounced dead; yet no such incidents had happened beyond Hubbard's admitted nitrous oxide hallucination of his death during a tooth extraction. Armstrong discovered and documented the facts that Hubbard claimed that his naval service was glorious, that he had been crippled and blinded in action, and that he had cured himself at the war's end of his battle wounds with his new mental technology "Dianetics;" yet Hubbard's naval career was something different from glorious, he was not crippled nor blinded in action, he feigned his medical conditions to get out of the service and to obtain a disability pension, and, decades after he claimed to have cured himself and, to everyone's amazement, have been given a perfect score on a mental and physical tests, he continued to draw a disability pension for his feigned injuries.

Armstrong discovered that Hubbard lied about his family, including falsely denying his bigamous second marriage and the paternity of his second daughter. Armstrong discovered that Hubbard, while claiming to have been sent by the US Navy into a black magic ring to break it up, had actually been a participant in the black magic cult and its rituals, including a blood ritual. Armstrong discovered that Hubbard, while claiming to have based and developed Scientology on his pure scientific research, had actually based and developed it on his decision for, and use of, neo-satanic power, for which he had joined the black magic cult, then headed by the "great beast," Aleister Crowley.

Armstrong discovered that Hubbard's claims of altruistic and benevolent motives, that, e.g., he, his philosophy and organization were working to free mankind, were false. When starting Dianetics and Scientology Hubbard programmed himself with the command that all men were his slaves, and through the ensuing years treated them as such. Armstrong discovered that Hubbard was greedy, lustful of power, vindictive, and aggressive against persons he perceived as disloyal or hostile. Armstrong discovered that contrary to Hubbard's and Scientology's assertions that Hubbard received no money from Scientology and was paid less than an average staff member, Hubbard had control of all Scientology monies and bank accounts and had unilaterally transferred many millions of dollars to his own accounts.

Armstrong discovered that Hubbard's and Scientology's system of "ethics" and "justice" procedures, were neither ethical nor just, but was really a kangaroo court system which served Hubbard's purposes of maintaining ironfisted, dictatorial control, obliterating any criticism, and keeping staff members and Scientologists in fear and suppressed. Armstrong discovered that Hubbard's promise of an increase in intelligence quotient of one point per hour of auditing was false (Armstrong had by then had over one thousand hours) and that in fact the further one went on in Scientology the less intelligent one became. Armstrong discovered that contrary to Hubbard's and Scientology's promise of the sanctity and confidentiality of statements made by people being audited, these statements were not kept confidential but could be and were used by Hubbard and Scientology to control and harm the people if it served Hubbard's and Scientology's antisocial purpose.

Armstrong discovered that Hubbard's and Scientology's promise of higher ethical standards as a result of undergoing auditing and adherence to Scientology was false and that auditing and Scientology produced in the adherents who had risen to the apex of its organizational pyramid dishonesty, stupidity, antisocialness and aggressiveness. Armstrong discovered that contrary to Hubbard's and Scientology's assertion that auditing and other Scientology practices kept families together and improved marital relations, in fact they turned parents and their children against each other and broke families apart. Armstrong discovered that contrary to Hubbard's and Scientology's assertion that auditing made people sane and able, cured diseases such as cancer and guaranteed superior physical health, there was in fact an inordinate number of suicides and psychotic episodes among people who had been audited and all auditees were generally delusional. Scientologists were as sick and died of cancer and other diseases as readily as anyone else, and were generally unhealthy. Armstrong discovered that Hubbard himself was addicted to drugs, in poor physical health, and often pathologically sullen or enraged, and Armstrong knew that Hubbard and Scientology hid these conditions from the world. Armstrong discovered that rather than admitting the damage and failures of auditing Hubbard and Scientology attacked any critics and attacked the persons who had been damaged. Armstrong discovered that Hubbard had relabeled his "psychotherapy" a "religion" to avoid having to make good on his "scientific guarantees." Hubbard called this idea the "religion angle."

Armstrong discovered that Hubbard and Scientology consistently lied in judicial proceedings and required that their adherents lie for them, including lying about Hubbard's control of Scientology, his control of Scientology funds, his control of the Guardian's Office intelligence operations(11 GO staff, including Mary Sue Hubbard, were convicted of Federal crimes and sentenced to prison as a result of an FBI raid on Scientology's intelligence bureaus in 1977) organization structure, the organization's ability to communicate with Hubbard, their intentions, and neo-satanic origins, attitude and practices. Armstrong discovered that Hubbard and Scientology, rather than face the truth about their origins, attitude and practices, sought to subvert the justice system through dirty tricks, lies, threat, deception, attrition and overwhelm.

Armstrong discovered that he had been brainwashed by Hubbard and Scientology, and that Scientologists everywhere are subjected to the identical brainwashing. Armstrong discovered that he had been cruelly abused by Hubbard and Scientology, and that Scientologists everywhere are similarly abused. Armstrong discovered that Hubbard and Scientology uses a system of punishment, fear, control of language, control of information, control of environment, time and human contact, electronic-assisted interrogations, imprisonment, and control of thought, which is able to achieve complete dominion over the minds and lives of Scientologists to their detriment. It brings them to support, defend and give their lives to the very spiritless system which hates them and means them harm. Armstrong discovered that the truth concerning Hubbard's and Scientology's origins, history, actual intentions, practices, operations and efficacy was kept from Scientologists, and that anyone who sought to bring that truth to Scientologists was ruthlessly attacked.

When Armstrong sought while inside to have Scientology correct its lies and abuses he was threatened and attacked. He left Scientology and was declared an "SP" and became "fair game." Hubbard's and Scientology's black propaganda "SP Declare" on Armstrong falsely accused him of crimes and lying about Hubbard. Hubbard personally ordered that Armstrong be destroyed. Armstrong contacted Boston attorney Michael J. Flynn. Armstrong obtained documents from Garrison which he thought would be needed to defend himself, and he sent these to Flynn.

From 1982 through 1984 Scientology's "fair game" acts toward Armstrong included spying on him and his wife; hiring private investigators to spy on and harass them; having a private investigator assault Armstrong, and another hit him with a car and attempt to involve him in a freeway "accident;" suing him; attempting to have him falsely charged with theft; subjecting him to a black propaganda and stalking campaign. Armstrong filed a cross-complaint against Scientology for fraud and intentional infliction of emotional distress.

In 1984, following a thirty day trial in Los Angeles Superior Court, a decision was rendered by Judge Paul G. Breckenridge, Jr. in Armstrong's favor in Scientology's case from which his cross-complaint had been severed. This decision, which was affirmed on appeal in 1991, is attached hereto as Exhibit A.

After the 1984 trial through 1986 Scientology's "fair game" acts toward Armstrong included a Scientology private investigator threatening to murder him; filing false contempt of court charges against him; attempting to have the FBI charge him based on false information; attempting to have the Los Angeles District Attorney bring charges against him based on false information; culling and disseminating his statements made in auditing; paying agents to write false affidavits against him; using his friends to set him up in a covert intelligence operation; illegally videotaping him; attempting to entrap him in commission of a crime; subjecting him to further black propaganda, including international publications falsely accusing Armstrong of crimes against humanity.

Scientology also subjected attorney Flynn to years of "fair game," which included suing him or his office more than a dozen times; infiltrating his office; threatening his career and family; paying known criminals for declarations falsely accusing him of crimes; framing him with a crime; attempting his assassination; and subjecting him to an international stalking and black propaganda campaign.

In late 1986, out of desperation to get away from the threat of Scientology's "fair game" operations, Flynn agreed with Scientology to a "global settlement" of all of the cases in which he was then involved against the organization, including Armstrong's cross-complaint, then set for trial at the beginning of 1987. Flynn was to be paid a lump sum which he was to divide between his clients and himself. Armstrong agreed to a monetary figure with Flynn to settle his cross-complaint. Scientology and Flynn worked out and agreed to the language of the settlement documents before Armstrong, who was then working for Flynn, was shown any papers. Armstrong was flown from Boston to Los Angeles, and other Flynn clients were flown to Los Angeles for the settlement, before Armstrong saw the documents he was expected to sign, and was told by Flynn that Scientology would not change the documents. Armstrong was broken hearted when he read the settlement documents. He had not been involved in any negotiations or settlement discussions, and he felt ganged up on.

He protested to Flynn that it was impossible to live by the "settlement contract;" that he would not agree to the $50,000 per statement liquidated damages clause; that the contract was just more "fair game." Flynn stated to Armstrong in response to Armstrong's protest that the settlement contract "isn't worth the paper it's printed on;" that Armstrong couldn't "contract away [his] constitutional rights;" that "it's unenforceable." Flynn pointed out to Armstrong the clauses concerning Armstrong's dismissal of his cross-complaint and his release of Scientology up to that date; and Flynn told Armstrong, "That's what they're paying you for." Flynn said that all of his clients, some twenty people, were depending on Armstrong to sign; that most had already signed and if Armstrong didn't sign everyone would be subjected to more "fair game;" that Scientology had ruined Flynn's marriage and life and he had to get out of the litigation; that Scientology would continue to make Armstrong's life miserable. Flynn said that Scientology had promised to cease all "fair game" attacks on Armstrong and everyone else, and that the purpose of the "settlement contracts" was to give Scientology the opportunity they said they needed to "turn over a new leaf." In order to relieve everyone involved from the threat of "fair game," to give Scientology the opportunity they said they needed to reform, and because of his faith in God, and the confirmation by Flynn that the "contract" was unenforceable, Armstrong did go through the spectacle of a videotaped signing.

Following the settlement, and before Armstrong responded in any way, Scientology continued to subject him to "fair game," including filing affidavits accusing him of crimes and of being an agent provocateur of the United States government; publishing distorted versions of his Scientology history; using documents which Scientology had requested be sealed in the Armstrong case to attack him; distributing copies of edited versions of the illegal videotapes of Armstrong to the media internationally; and threatening him six times with being sued if he responded to any attacks. Scientology also continued to subject other people to "fair game," in violation of its promise through Flynn that it was ceasing all "fair game" activities.

Armstrong attempted to live by the spirit of settlement, and although deeply saddened and threatened by Scientology's continuing attacks had not responded, but had tried to live his life away from the Scientology "fair game" war. Armstrong wrote, drew, had remarkable ideas, and formed The Gerald Armstrong Corporation with wonderful hopes and great expectations. In late 1989, however, after a series of threats from Scientology lawyer Lawrence Heller following Armstrong's being served with a deposition subpoena in a case against the organization, Armstrong concluded that he had to do something to defend himself, and to correct what he saw as an obstruction of justice, which the "settlement contracts" and Scientology's enforcement thereof were working in the legal arena. Heller threatened Armstrong that if Armstrong testified about his knowledge of Hubbard and Scientology, even though Armstrong had been subpoenaed to testify, Scientology would consider such testimony a breach of the "contract" and would sue him. Armstrong researched his rights and responsibilities and concluded that he had a duty to oppose known obstruction of justice. Armstrong petitioned the California Court of Appeal to be able to file a response in the appeal Scientology had been able to maintain from the

Breckenridge decision. Armstrong's filings in the Court of Appeal in 1990 contain his declaration detailing Scientology's post-settlement torts and violations. The Court of Appeal granted Armstrong's petition, he filed a respondent's brief, and the Court affirmed Breckenridge. Following the California Supreme Court's denial of review, Scientology filed a motion in the Court of Appeal to seal the record on appeal. Armstrong opposed the motion, and the Court of Appeal denied it. The complete trial transcript, which contains ten days of Armstrong's testimony about his Scientology experiences up to 1984, is a public document.

In August, 1990 Armstrong was greatly moved by the buildup in the Middle East toward war, and the general condition of man. Armstrong prayed to God for guidance as to what he should do, and received the word of God to give away his worldly wealth. Armstrong gave his possessions to those whom he believed had a need for them as put in his heart by God, forgave debts owed to him, and determined to go where God would have him go and do what God would have him do; which he believed was to help where his help was asked for. For the next year God had Armstrong, inter alia, offer himself to resolve the Middle East conflict, do some house painting and carpentry work, deal with the pending appeal, attempt to correct Scientology's subversion of the legal system, agree to help the victims of Scientology who asked for his help, and offer himself to resolve the Scientology conflict in which he had been drawn by Scientology's attacks.

Scientology's "fair game" attacks on Armstrong following his responding in Scientology's appeal of the Breckenridge decision include, but are not limited to, secretly videotaping him; suing him four times; attempting to have him jailed for contempt of court based on Scientology's mischaracterization of his actions and manufactured charges; filing declarations in various courts containing false charges, and using the "settlement contract" to prevent him from responding or punish him for responding; using a paid agent to spread the false rumor that Armstrong has AIDS; disseminating to the media packs of black propaganda which provide Scientology's false version of Armstrong's experiences, including lies that he testified falsely at trial in 1984, that he has adopted a degraded lifestyle, that he is connected to a referral agency for kidnapping, that his defense in the 1984 trial was a sham and a fraud, that the Los Angeles Police Department authorized videotaping Armstrong, that he wanted to plant fabricated documents in Scientology files and tell the IRS to conduct a raid, that he wanted to plunder Scientology for his own financial gain, that he never intended to stick to the terms of the "settlement contract", that Armstrong's motives are money and power, that he was incompetent as a researcher, that he perjured himself about surrendering documents to the court, that he wanted to orchestrate a coup in which members of the US government would wrest control of Scientology; publishing black propaganda about Armstrong without stating its source which provide Scientology's false version of Armstrong's experiences including the lies that Armstrong was formerly a heavy drug pusher, that a Marin Independent Journal photo showed him in the nude, that he is psychotic and lives in a delusory world; charging falsely in a letter to the press that Armstrong had distinguished himself by posing naked in a newspaper; attempting to cause Armstrong trouble with the IRS by writing black propaganda letters about him; distributing packs of black propaganda which attack his lawyer, Ford Greene, and Judge Breckenridge.

Armstrong has worked with attorney Greene since August, 1991. Throughout that period Scientology has attempted by overt means through misuse of the courts and by covert means to prevent him from working with Greene and from defending himself. Scientology employed a covert operative, whom Scientology had infiltrated into Greene's office, to develop a black propaganda attack that Armstrong and Greene were involved in a homosexual relationship.

Throughout its legal attacks on Armstrong Scientology has proclaimed that with the "settlement contract" it sought peace. Scientology also interprets the "settlement contract" to mean that it can say whatever it wants about Armstrong, no matter how false, obnoxious or evil and that he may not respond. Scientology claims that if he does respond in any way he is liable for $50,000 in liquidated damages. Scientology, after much forum shopping, and much "fair game," was able to deceive one judge, who did not understand, into accepting its interpretation of the "settlement contract" and ruling against Armstrong. Scientology interpreted this judge's ruling to mean that Armstrong owed Scientology $100,000. Scientology at the same time intimidated Armstrong's attorney, Ford Greene, into getting out of the Armstrong case. Scientology had subjected Greene to years of "fair game" which included infiltrating a covert agent into his office to steal his records and cause trouble; hatching a plot with the covert agent to have Greene killed; having the agent execute false declarations about Greene;

filing five spurious bar complaints against Greene; operating at least two of Greene's clients as their own agents and paying them to execute false declarations against Greene and breach their contract with him. The claim by Scientology for $100,000, Armstrong's being without an attorney, without money, and without the resources and skills necessary to defend himself, brought Armstrong to file for bankruptcy. Scientology has seized the opportunity to file the instant complaint.

Throughout Scientology's legal attacks on Armstrong it has intimidated Flynn into not coming forward to assist Armstrong. Flynn is not only Armstrong's attorney, he is his good friend. Flynn says that the contract is evil and that Scientology is evil; and he wants to help Armstrong. Flynn says that he signed a contract with Scientology to not assist Armstrong, and, while acknowledging that his "contract" with Scientology is illegal, he says that he knows that his life will be ruined even more than it has been by Scientology if he comes forward to help.

Armstrong maintains that Scientology's interpretation of the "settlement contract" is unconscionable and unamerican, and should be opposed with all strength. Because there are dozens of these "contracts" among first hand witnesses to Scientology's criminal and tortious practices, and because of Scientology's "fair game" use of the "contract" against Armstrong, a terrible injustice is being abetted by our courts, which should be opposed with all strength. Armstrong also maintains that for one party to a "settlement contract," which is supposed to be essentially a peace accord, to be able to continue to shoot at the other party, who is wounded, has been disarmed and is not being allowed to defend himself in any way, is not peace at all but a satanic hunting trip. The "settlement contract" is a permit for hunting humans.

Armstrong was paid in settlement by Scientology for their years of psychological cruelty, threat and stalking. Scientology did not learn its lesson but continued its cruelty, threat and stalking of Armstrong, a person already psychologically hurt and altered beyond belief by the cruelty, threat and stalking Scientology promised to cease. Armstrong performed his part of the 1986 settlement; he dismissed his cross-complaint, released to Scientology all evidence from his case, removed himself from controversy, and gave Scientology the time and freedom it said it wanted to cease "fair game." Scientology, knowing that they had compromised and removed Armstrong's attorney, failed to perform their part of the settlement, but continued "fair game" against Armstrong, whom they had psychologically wounded and, they thought, rendered defenseless. Scientology, in their paranoia and schizophrenia, which are the inevitable product of the decision for and prolonged use of neo-satanic "power," failed to consider God, from Whom all healing of minds, defense and victory come.

In 1991 Armstrong became a Christian. Armstrong had, since leaving Scientology, come to believe he was guided by God, and he sought to be guided in all circumstances in which he found himself. Once its adherents become sufficiently brainwashed Scientology does not permit them to believe in God, labels and treats anyone who believes in God as "psychotic," and enforces the satanic idea that God is an "implant," a false idea installed by pain and electronics in man's mind to enslave him. Scientology also teaches that Jesus Christ, the whole Gospel story, and Heaven are implants designed to enslave man, and that only Scientology has the way to free mankind from the enslavement of Christianity or other religious beliefs.

Scientology promotes to Christians and non-Christians that it is compatible with Christianity, that it holds the Judeo-Christian Bible as a holy work, and that it has no argument with the belief that Jesus Christ was the Savior of Mankind and Son of God. Scientology has distributed promotional materials containing these representations to every member of Congress, to libraries, to the media, to educators, to judges, and to people of influence across this country. Scientology withholds from the public its actual enforced beliefs about God, Christ, Heaven and the Bible. Armstrong believes this is religious fraud, and dangerous to everyone lured into Scientology, those already held by its brainwashing system, and society itself. Armstrong also believes that Scientology's "creed" is a religious fraud because Scientology, under Hubbard's and Miscavige's control, has never acted in accord with it. Scientology systematically abuses its members civil rights, and seeks to remove by whatever means the same civil rights of its non-Scientologist enemies."

Scientology promotes actively and aggressively and uses the public postal system, public forums and public media for its promotions. Scientology uses big name celebrities in its promotions, such as John Travolta, Kirstie Alley, Ann Archer and Tom Cruise. Scientology does not permit any of its celebrities to make public their knowledge of Scientology's anti-Christian, anti-religious inner nature, its fraudulent promises and public lies, abuse of human beings, and dangers to families and children. Surveys done in the past two years by FACTNet, a cult victims advocacy organization has revealed that while vastly overstating its actual membership Scientology has had an inordinate number of suicides, unexplained deaths and psychotic episodes by people undergoing auditing. If any celebrity acknowledged these evils he or she would become "fair game."

Armstrong sees that Scientology uses its tax-exempt wealth to violate his and other civil rights. Armstrong believes that this is not a legal purpose and not a purpose for which tax-exempt funds can legally be used. Armstrong sees that Scientology tricks and extorts huge sums of money from people it gets in its system for something of no value. This money will be used to pay lawyers to attack the same people and those who sought to bring to light or curtail the abuse. Armstrong believes that Scientology obtained its tax-exempt status in 1993 by illegal means. Armstrong believes that the Internal Revenue Service and the United States government agencies responsible were derelict in their duties in granting such tax exempt status. Armstrong believes that Scientology's leadership is involved in white collar crime, including securities scams and extortion.

Scientology will not acknowledge that God works in people's lives. To do so would be a violation of policy, punishable in "ethics," and being labeled and treated as "psychotic." The attorney executing Scientology's complaint, Laurie Bartilson, is a Scientologist. She has executed several documents in the State case which contain false statements about Armstrong. She attempted through false statements to have him jailed for contempt of court. She is completely under the power of David Miscavige. The complaint is colored by her required hatred of Armstrong.

God in this litigation is pointing out gently that He is in charge, and that satan is a bad belief in which faith should not be put because faith in satan is always betrayed. The undeniable fact is that God led Armstrong through his whole life to here; and there is no evidence whatsoever with plaintiff or anyone else that He will not lead Armstrong from here on. Miscavige and Scientology seek through power to bring into belief the illusion that Armstrong is obsessed with Scientology in order to excuse their obsession with him. They are faced with an overwhelming mountain of uncontroverted evidence that Armstrong gave away his worldly assets because he was so guided by God, and for no reason connected with Miscavige, Scientology or Hubbard. Without a jot of evidence they seek to con the world into believing that Armstrong renounced his possessions to facilitate his intended breaches of their hunting permit. God has used Armstrong for His purposes through a time when Miscavige, Scientology and Hubbard declared Armstrong "fair game," and attacked him out of their paranoia and schizophrenia. They have done everything they could that they thought could be argued as being within the law to attack and hurt him, and to hurt others, some of whom have been sent to him because they were hurt. Armstrong's actions in helping anyone are religiously motivated and completely protected by this country's and state's constitutions. Armstrong's experiences in or out of Scientology are sacred and the expression thereof cannot be suppressed in violation of these constitutions.

GENERAL DENIAL

Armstrong generally denies the allegations in Scientology's complaint.

SPECIFIC DENIALS

Armstrong denies that he is indebted to Scientology in any amount or in any way whatsoever.

1. Armstrong denies that he has engaged in a pattern of fraud and deceit of any form or nature whatsoever at any time. Armstrong denies that whatever he has or has not done mandates that his bankruptcy petition be dismissed without discharge. Armstrong denies that he has any legal debt to Scientology; and denies that whatever he has or has not done mandates that the illegal debt Scientology claims he owes it be deemed nondischargeable. Armstrong denies that he lied to anyone by failing to include his ownership in The Gerald Armstrong Corporation as part of his Schedule B. When Armstrong reviewed the petition, which had been prepared by computer program, and before filing the petition, he wrote in "The Gerald Armstrong Corporation" at paragraph 16 of the Statement of Affairs. At the meeting of creditors, and before being asked any questions, Armstrong volunteered the information that he owned 80 percent of The Gerald Armstrong Corporation. Armstrong had simply missed the very tiny line among many other very tiny lines on the Schedule B at the time he filed the petition. Armstrong has never at any time concealed The Gerald Armstrong Corporation or his relation thereto or ownership thereof. Armstrong understands that Scientology does not have much of a sense of humor. Armstrong lacks the information necessary to be able to admit or deny that in 1993 he testified that the assets of The Gerald Armstrong Corporation were worth $1 billion. Armstrong did testify at the start of 1994 that The Gerald Armstrong Corporation's value was in the neighborhood of $15 trillion.

Armstrong lacks the information necessary to be able to admit or deny that in 1994 he admitted under oath that he owned 80% of the shares of the stock in the corporation, and was its president and sole employee. Armstrong denies that, second, while testifying at a meeting of creditors, he asserted that The Gerald Armstrong no longer possessed any assets having any commercial value. Armstrong denies that he at any time failed to satisfactorily explain anything he had been asked to explain if he had a satisfactory explanation to give. Armstrong denies that he disposed of not only the $1 billion in assets claimed by The Gerald Armstrong Corporation. The loss in value of The Gerald Armstrong Corporation's assets was a direct result of Scientology's evil intention and illegal "fair game" actions to destroy Armstrong's reputation, work and life. Armstrong denies that he failed to satisfactorily explain how he disposed of the $518,000 he received as proceeds of the settlement of his lawsuit against Scientology. Armstrong testified in detail in the State case, despite such interrogation by Scientology being irrelevant, unwarranted and an invasion of his and others' privacy, as to what he did with the proceeds of the settlement with Scientology. Armstrong denies that he received at least $15,000 in large increments in 1992 and 1993. Armstrong denies that $15,000 can be received in large increments; whereas, e.g., $15 trillion, can be received in large increments. Armstrong denies that he failed to satisfactorily explain how he disposed of $15,000. Armstrong asserts, however, that such information is irrelevant to this action, and he is not required to provide such information to Scientology or to anyone. Armstrong denies that whatever he has done or not done renders him ineligible for discharge pursuant to

11 U.S.C. sections 727(a)(4)(A) and (5). Armstrong denies that he admitted under oath that he entered into an agreement with Scientology that he intended to breach. Armstrong performed Scientology's evil contract until Scientology's own "fair game" actions necessitated his responses in self-defense and in defense of others among Scientology's "fair game" victims. Armstrong desired peace and acted peacefully toward Scientology for three years. Scientology, however, did not want peace, but continued to threaten, stalk and attack Armstrong. Armstrong denies that he has repeatedly and maliciously breached the "agreement" entered into with Scientology. Scientology agreed to cease "fair game," but thereafter repeatedly and maliciously "fair gamed" Armstrong. Armstrong denies that his responses to Scientology's "fair game" resulted in the debt to Scientology which Armstrong seeks to discharge. The "success" of Scientology's "fair game" against Armstrong's attorneys, witnesses and friends, and against judges and the justice system, resulted in the "debt." Armstrong denies that he owes Scientology anything. Armstrong denies that whatever he has done or not done renders the illegal debt Scientology seeks to "collect" nondischargeable pursuant to 11 U.S.C. sections 523(a)(2)and (6).

JURISDICTION

2. Armstrong lacks the information necessary to be able to admit or deny any of the averments in this paragraph.

3. Armstrong denies each and every averment in this paragraph.

PARTIES

4. Armstrong denies that plaintiff herein is a California non-profit religious corporation. Plaintiff is a single body of

all Scientologist adherents world wide, all bound by the will, intentions, policies and orders of David Miscavige. Every unit, division, post, position, branch, bureau, network, corporate entity, director, office, as, e.g., Office of Special Affairs, "church," or any named or unnamed part world wide of all of what can "legally" call itself Scientology, and that body of people who may "legally" call themselves Scientologists, are under the complete control and domination of David Miscavige. Scientology and Scientologists are used by Miscavige to carry out his personal desires, including actions against individuals which are illegal and not activities for which the monies of non-profit religious corporations may legally be used. Miscavige's "official" role is that of head of "Religious Technology Center," which, "officially," was given the trademarks of "Scientology" by L. Ron Hubbard. Miscavige decides what is "Scientology" and who can be a "Scientologist." Any claim by plaintiff that there is not a unity of control between the entity it presents as plaintiff, the other parts of Scientology, and all Scientologists anywhere, under David Miscavige, should be disregarded. The obtaining of the tax-exempt status for plaintiff's several parts in 1993 was accomplished by fraud, extortion and government complicity and/or dereliction of its duties to this country's citizens. Miscavige has publicly claimed that he personally was responsible for the obtaining of Scientology's tax-exempt status from the government.

5. Armstrong admits that he is an individual, but denies that he has been a resident of the City of San Anselmo, County of Marin, State of California at all times relevant herein. Armstrong became a resident of the City of San Anselmo on or

about August 15, 1991.

ANSWER TO GENERAL AVERMENTS

6. Armstrong denies that he owes any legal debt to Scientology. Armstrong admits that the State Action is Scientology v. Armstrong, Marin County Superior Court No. 157680. Armstrong denies that eleven claims against Armstrong for breach of contract remain to be adjudicated. There are, according to Scientology's interpretation of what constitutes a "breach," millions of "breaches" by Armstrong remaining to be adjudicated. Armstrong denies that he is liable to Scientology for an additional liability claimed of $1,750,000 plus attorney's fees and costs. The truth is Scientology is liable to Armstrong for attorney's fees and costs and for damages as a result of its illegal, tortious, and outrageous "fair game" acts against him. Armstrong denies that Scientology's hunger for a permanent injunction is to prohibit Armstrong from further breaching certain terms of the "contract." Scientology's efforts are a smoke screen to hide the fact, and delay the judicial finding, that the "contract" is illegal and evil. Scientology is seeking to prohibit Armstrong from living his life in peace, and is seeking to destroy him through its "fair game" use of the power of the courts.

7. Armstrong admits that he signed Scientology's "contract" in December, 1986. Armstrong admits that it settled his cross-complaint against Scientology, but denies that it settled the litigation between Scientology and Armstrong because Scientology never intended by its "contract" to have the litigation settle, nor acted in a way which would allow a settlement. Scientology used the "contract" as a contract on

Armstrong permitting it to continue to attack Armstrong and continue to subject him and its other targeted "enemies" to "fair game" with imagined impunity.

8. Armstrong denies that he had been actively pursuing a career as an anti-Scientology "expert" and paralegal. Armstrong is an expert in Scientology's "theology," fraud and its philosophy and practice of "fair game." Armstrong is a paralegal. Armstrong was forced into litigating against Scientology and working as a paralegal for a lawyer litigating against Scientology by its "fair game" attacks and threat to his life and loved ones. Armstrong denies that he ever agreed that he would not disclose his knowledge or experiences in Scientology. Armstrong knew that it was impossible to not disclose such knowledge and experiences, and that the "contract" calling for such psychological enslavement was evil and illegal. Armstrong's attorney, moreover, advised Armstrong that the "contract's" condition prohibiting such disclosure was not worth the paper it was printed on and unenforceable, and that Flynn had also advised Scientology of that fact. Armstrong admits that the "contract" provides that Armstrong is to pay Scientology $50,000 per utterance.

9. Armstrong admits that Scientology sued him in February 1992 to enforce its illegal "contract," and sought and obtained a preliminary injunction; but denies that the preliminary injunction enforced portions of the "contract." Los Angeles Superior Court Judge Ronald Sohigian rewrote a portion of the "contract," and it was this rewritten portion which was "enforced" by the preliminary injunction.

10. Armstrong admits that, and that he has testified that,

in August, 1990, in answer to his prayer to God seeking guidance concerning whatever God sought for him at the time of and in consideration of the Middle East crisis, and generally and man's condition, God put the idea in his mind and heart to give away what he had; i.e, those things the "world" and "Scientology" consider valuable. Armstrong denies that he transferred real property valued at $530,000 and at least $35,000 in cash to his friend and lawyer, Michael Walton. In 1988 through 1989 Armstrong participated as an investor in the purchase of a lot in Sleepy Hollow, California, and the building thereon of a nice spec house. In early 1990, Armstrong, for various reasons unrelated to Scientology, purchased the house himself, along with Michael Walton, who, Armstrong admits, was his friend and lawyer. Armstrong made a downpayment of approximately $130,000, and that was his actual equity in the property, which was itself valued at approximately $530,000 at that time. After the completion of the building of the house, Armstrong, who was then living in another house, which he sold to purchase the Sleepy Hollow house, received the series of threatening telephone calls from Scientology attorney Lawrence Heller which necessitated his becoming active again in his legal and extralegal defense (see History at 13:15-27, supra). At the time Armstrong and Walton moved into the house in May, 1990 Walton had agreed to represent Armstrong in the pending appeal from the Breckenridge decision. Armstrong then had a plan of living life in Sleepy Hollow, running, riding, writing, drawing and other things, such as picking up the world's trash, solving the economy issue, or zeroing in on the Unified Field. The August 2 invasion of Kuwait by Iraq and the immediate international crisis that followed, televised 24 hours a day in power and detail, greatly affected Armstrong. He admits that as the "world" and Scientology view life, he had already been greatly affected in everything by God, in whom he believed, with whom he communicated, and to whom he prayed and looked for guidance and the courage to do what he believed God called him to do. After being so guided by God, Armstrong merely transferred to Walton, who was already on title in the Sleepy Hollow house, his interest therein. Armstrong denies that he transferred at least $35,000 in cash to Walton. Armstrong had, at the time of his and Walton's purchase of the property, deposited an amount of cash into a joint checking account intended to cover house expenses and needs for one year. When Armstrong transferred his interest in the house to Walton, Walton assumed the house's loan payments, and all other expenses and needs thereafter. Armstrong, by leaving the approximately $35,000 in the joint bank account, was attempting to respect his agreement and arrangement with Walton, perform what he saw as a contract, and to ensure Walton had the wherewithal, no matter what happened to Armstrong, to survive in the house and embark on his career. Armstrong admits that in August, 1990 he forgave all debts owed to him by friends and family members, and gave away the remainder of his cash, some $1500.00. That cash was repaid to Armstrong in many ways since then. Armstrong denies that he asserted under oath that he received no valuable consideration for these transfers. Armstrong has asserted under oath, and now reasserts, that he received the treasures of God, beyond human wealth and understanding, for his small willingness to give away things which have no value. Armstrong denies that he has not produced any records of any of these transactions, other than the transfer of the real property to Walton. Armstrong produced to Scientology in the State Action each and every document, totalling hundreds of pages, reflecting or concerning in any way each and every one of these transactions.

11. Armstrong called his company The Gerald Armstrong Corporation, or "TGAC," or "Teegeeack."

12. Armstrong admits the averments of this paragraph, except he denies that The Gerald Armstrong Corporation, or TGAC or Teegeeack was ever known as GAC. Armstrong admits that The Gerald Armstrong Corporation had at one time considerable worldly value.

13. Armstrong admits that The Gerald Armstrong Corporation possessed a number of Gerald Armstrong's artistic and literary works, possessed rights to a number of his inventions and formulas, and was in the business of bringing peace and exploiting its assets for commercial and peaceful purposes. Armstrong admits that the business of TGAC was at one time to, inter alia, care for, promote and exploit the works of Gerald Armstrong, but denies that it now has any significant business of any kind, except to attempt to wrap up its affairs in a peaceful manner.

14. Armstrong admits that in August, 1990 he divided his 100% ownership of TGAC into four equal shares and gave these shares to Michael Walton, Michael Douglas, Lorien Phippeny and Nancy Rodes, and that these people paid him nothing for their shares.

15. Armstrong denies that shortly after making the August, 1990 transfers he initiated successive, or any, breaches of Scientology's "contract." The earliest "breach" Scientology

alleges in its State Court action is in July, 1991. In February, 1990, Armstrong had already publicly exposed Scientology's post settlement "fair game" and Scientology's use of the "contract" to obstruct justice, and had opposed Scientology's efforts to enforce the "contract," in Scientology's appeal from the Breckenridge decision.

16. Armstrong admits that he reacquired the stock which he had distributed to Walton, Douglas, Phippeny and Rodes. Armstrong admits that Andrew Armstrong, Anthony Armstrong, Thomas McPherson, Michael Dick, Trevor and Colin Dick and Michael Walton own shares in TGAC.

17. Armstrong admits that he is Teegeeack's president, sole director, and only employee. Teegeeack has been suspended and its business and activities are negligible. It does have a single bank account and Gerald Armstrong is the sole signatory thereon.

18. Armstrong lacks the information necessary to know if he testified under oath in March, 1993 that he estimated the value of the assets of TGAC to be $1,000,000,000 to $1,500,000,000.

19. Armstrong admits that he testified at the meeting of creditors in May, 1995 that The Gerald Armstrong Corporation has no present commercial value.

Armstrong incorporated TGAC in 1987 and activated it in 1988 to be a vehicle for his work in the world. Armstrong is a writer and artist with a number of unique ideas and talents. He believed that TGAC was a funny, loving and potentially commercially profitable idea, and he developed artistic and socially redeeming concepts with this belief in mind. While doing so, he continued to be aware of Scientology's ongoing hatred of him and its "fair game" toward him and others; yet while continuing to be aware of said hatred and "fair game," he hoped that peace could prevail, and he did whatever he could to make and keep peace.

In late 1989, as described above, Scientology brought Armstrong back into its conflict. Much of Armstrong's attention and time thereafter was taken up in dealing with Scientology's threat and the legal actions necessary to defend himself and others in an arena in which he had no formal training, and in which his former attorney had been contracted away from defending or assisting him by Scientology as part of its "fair game" campaign. Nevertheless, Armstrong continued to be hopeful about his and TGAC's future, continued to believe that TGAC had stupendous potential, and did not think, believe or realize that Scientology was stupid enough to seek to judicially enforce its evil "contract." In this, Armstrong admits that it can be argued that he was naive about and underestimated both Scientology's vindictiveness, and the ease with which our courts allow themselves to be used, as Hubbard mandated, to harass.

Even after Armstrong renounced his worldly things in August, 1990, he continued to believe TGAC had great potential, and could be great fun and commercially profitable for his four friends to whom he had given the company. When Armstrong woke up to the level of Scientology's vindictiveness toward him and the level of danger he and anyone connected to him was in, and after three of the owners of the majority of TGAC's stock expressed their fear of "fair game," Armstrong agreed with the four owners to accept back their majority ownership, and to be responsible for the corporation and whatever was to become of it. Armstrong was then working full time with attorney Ford Greene, under concentrated attack from Scientology, and threatened in every part of his life.

In early 1994, after becoming aware of Scientology's increasing and unending overt and covert attacks on his character and reputation, Armstrong accepted that he was completely unable to live a normal or safe life or develop any of his artistic or intellectual ideas. Armstrong saw that if he did develop any such ideas Scientology would do whatever was necessary to destroy or pervert the ideas and threaten or harm anyone with whom Armstrong became involved in the development of his ideas. Scientology has libeled Armstrong internationally, claiming in mailings to countless people in the media, government and artistic circles that he, inter alia, lived a degraded lifestyle, testified falsely, was a heavy drug pusher, is connected to kidnappers, is incompetent, is psychotic and delusory, posed nude in a newspaper, and has AIDS.

Armstrong also accepted that Scientology wants him killed and that his life has no worldly future and is in grave danger. In 1984 Scientology's head private investigator Eugene M. Ingram, who works directly with David Miscavige, threatened to put a bullet between Armstrong's eyes. Ingram was at that time involved in corrupting a Los Angeles Police Officer to give Ingram a phony authorization to wiretap and secretly videotape Armstrong, Flynn and other people. Armstrong believes that Ingram participated in Scientology's effort in 1985 to have Armstrong charged criminally by the FBI based on their false statements. In 1986 Ingram participated in an effort to have Armstrong jailed on false charges. Ingram and Miscavige are connected to known criminals, including criminals in prison, and Armstrong believes that it is very possible that Ingram and Miscavige would arrange to have him killed or harmed if they ever got him incarcerated. In 1987 Miscavige had Scientology agents spread the false rumor in Europe that Armstrong is "an admitted agent provocateur of the US government." Armstrong believes that Miscavige's intention behind the fabrication and dissemination of that lie was to facilitate and provide plausible deniability for Armstrong's assassination by "anti-US agents." Armstrong believes that Ingram's concocting and spreading the false rumor that Armstrong has AIDS was very possibly in advance of a covert intelligence operation to somehow infect Armstrong with the AIDS virus. Miscavige and Scientology, using attorney Bartilson, attempted, with repeated motions and pressure, from the end of 1992 through July of 1994 to have Armstrong jailed for contempt of court based on their perjury and perversion of the truth. Armstrong believes that Miscavige and his Scientologist and non-Scientologist agents are desperate and that their desperation is increasing. Armstrong believes that because of the bizarre and cruel lengths Miscavige and his agents have gone to and continue to go to destroy Armstrong, they see him as a tremendous risk to their illusion of power, and are driven ever more madly to destroy him.

Armstrong has been given a fun way to clean the world of all its trash. He has the way to peacefully end the world's economic slavery and sadness. He has been given the formula for the Unified Field. He believes he has been given the mathematical proof of God's Guidance. These things have untold potential and hope for mankind. Yet Scientology is doing whatever it can to destroy that potential and deny those hopes for Armstrong and mankind.

Scientology has spread the black propaganda in the artistic arena that Armstrong has no connection to art or artists. Scientology denigrates every word Armstrong has ever written. In its publications sent to media everywhere, it calls him incompetent. It has done whatever it could to destroy his reputation. Now that it has done so, and destroyed the potential value and market for his ideas, it claims he is stating falsely that TGAC has no present commercial value. The Gerald Armstrong Corporation depends completely on Armstrong's good name and good will. Scientology has done whatever it could to destroy that good name and good will. Scientology has spent millions of dollars to attack Armstrong's person, ridicule his ideas and ruin his career. Now they spend more to attack him for daring to be beaten by them to a pulp. Now they lament that what they destroyed was worth so many billions of dollars.

Armstrong has the formula for the Unified Field, something sought by scientists and thinkers for decades. Scientology spreads the calumny that Armstrong is psychotic and delusory. Armstrong sees that no one in his right mind would believe that a psychotic and delusory person could divine the formula for the Unified Field. Armstrong recognizes that Scientology's attacks and cruelty and years of "fair game" threat have had a deep affect on his mind, and he acknowledges that he is not a rocket scientist. Armstrong believes that if he were to announce and develop his formula, Scientology would destroy his work. Miscavige is jealous of Armstrong's free mind and ideas. Miscavige's jealousy is reflected by his cruel attacks, his squandering of millions of dollars of Scientology funds, and consuming countless hours of Scientologists' time in the waste of destroying Armstrong. Armstrong believes that he must resolve the Scientology conflict, and that he is called by God to resolve this conflict, before he can safely develop his ideas.

Scientology is itself responsible, by its stalking of Armstrong, its black propaganda and its physical threats, for destroying Teegeeack's potential and commercial value.

FIRST CLAIM FOR RELIEF

(Dischargeability of Armstrong's Debts
Pursuant to 11 U.S.C. Section 727(a)(4)(A))

20. Armstrong incorporates by reference his statements above as though fully set forth herein.

21. Armstrong admits the averments of this paragraph.

22. Armstrong denies that TGAC was at all times operated by and for the benefit of Gerald Armstrong as his alter ego. Armstrong operated TGAC for the benefit of its shareholders and everyone else on earth.

23. Armstrong denies that any failure to include his ownership of Teegeeack on Schedule B was a deliberate omission of a material matter constituting a false oath or account in connection with the case. Armstrong believes that his oversight was a gift from God, which Armstrong was unaware of at the time, to bring him to this point, to cause Scientology to leap at another opportunity to attack and persecute him for God's purpose, and to cause him to write these words to facilitate the resolution of the Scientology conflict.

24. Armstrong denies that he failed to disclose his ownership of TGAC, and denies that at any time he intended to

mislead anyone as to his true financial condition or with any disregard whatsoever for the truth.

SECOND CLAIM FOR RELIEF

(Dischargeability of Armstrong's Debts
Pursuant to 11 U.S.C. Section 727(a)(5))

25. Armstrong incorporates by reference his statements above as though fully set forth herein.

26. Armstrong admits the averments of this paragraph.

27. Armstrong denies that three large payments total $15,000. Armstrong asserts that wherever any small payments came from in 1993 totalling $15,000 is irrelevant and Scientology has no right to that information.

28. Armstrong admits that he testified that TGAC has no commercial value.

29. Armstrong denies that he has provided no satisfactory explanation for anything, including why Scientology destroys and destroyed Armstrong's life, career, reputation, friendships, good will and great ideas.

THIRD CLAIM FOR RELIEF

(Dischargeability of Armstrong's Debts
Pursuant to 11 U.S.C. Section 523(a)(2))

30. Armstrong incorporates by reference his statements above as though fully set forth herein.

31. Armstrong denies that Scientology entered into the "contract" with Armstrong in good faith, and denies that it performed its part in full.

32. Armstrong denies that he falsely represented to Scientology that he understood every provision of the "contract." Armstrong asserts that Scientology knew through Flynn that

Armstrong knew that the "contract" was not worth the paper it's printed on, unenforceable and illegal.

33. Armstrong denies that he ever said anything about not abiding by the "contract" if it was inconvenient to him.

34. Armstrong denies that he put on a happy face at the videotaped "contract" signing in order to persuade Scientology to enter into the "contract" and pay him. Armstrong would have been very happy to not sign. Armstrong signed because Scientology promised to stop its "fair game" against him and everyone else if he did so.

35. Armstrong denies that CSI relied on anything but its "fair game" doctrine, including the intimidation and compromise of Armstrong's attorney, in order to concoct and present to Armstrong its "contract."

36. Armstrong denies that Scientology would not have paid Armstrong $800,000 if it had known that Armstrong did not intend to abide by the nondisclosure provisions of the "contract." Scientology did not know what it was paying Armstrong; it could have been anywhere between $0 and everything Scientology paid to Flynn.

37. Armstrong denies that his conduct at the time of signing Scientology's "contract" constituted false pretenses and/or false representations which Armstrong knew to be false and/or which he made with reckless disregard as to their truth or falsity. Armstrong signed to give Scientology peace and freedom which it rejected and chose instead war.

FOURTH CLAIM FOR RELIEF

(Dischargeability of Armstrong's Debts Pursuant to 11 U.S.C. Section 523(a)(6))

38. Armstrong incorporates by reference his statements above as though fully set forth herein.

39. Armstrong denies that he ever hid any assets of any kind. He denies that he ever set out on a course of conduct intended deliberately to damage and harass Scientology or anyone. Scientology is not damaged by anything Armstrong has done. Scientology precipitated and caused Armstrong's responses by its own "fair game" acts toward him, and by engaging him in post-settlement controversy and conflict. Armstrong has done nothing with the intent and purpose of impeding, injuring and destroying Scientology or its "faith." Armstrong has sought to bring about a peaceful resolution of Scientology's "fair game" toward him. Scientology has rejected each offer of peace and every attempt to resolve the conflict.

40. Armstrong denies that any of his actions are deliberate and malicious. Armstrong denies that he ever asked any funds of anyone to keep silent. Armstrong denies that he has an anti-Scientology campaign. Armstrong has attempted to defend himself in Scientology's anti-Armstrong campaign.

FIRST AFFIRMATIVE DEFENSE

(Failure To State A Cause Of Action)

41. Further answering said complaint, and as a first, separate and affirmative defense thereto, defendant Armstrong realleges and incorporates by reference herein each and every allegation contained above and alleges as follows:

The complaint and each cause of action contained therein fails to state a cause of action against defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Respectfully submitted,

DATED: September 22, 1995

GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

GERALD ARMSTRONG'S SECOND AMENDED ANSWER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

ANDREW H. WILSON, ESQ.
ESQ.Wilson, Ryan & Campilongo
115 Sansome Street, 4th Floor
San Francisco, CA 94104

LAURIE J. BARTILSON, ESQ.
Moxon & Bartilson
6255 Sunset Boulevard
Suite 2000
Los Angeles, CA 90028

[x](By Mail)I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x](State)I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: September 25, 1995

Lorien Abbey Phippeny

X

ORIGINAL

FILED

FEB 26 1996 9749

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

Gerry Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	No. **157 680** **ARMSTRONG'S AMENDED OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT; SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS; DECLARATION OF GERALD ARMSTRONG** Date: 3/8/95 Time: 9:00 a.m. Dept: One Trial Date: not Set

I. INTRODUCTION

I am appending hereto and incorporating herein my opposition to Scientology's first motion for summary adjudication of the first cause of action of my cross-complaint, filed November 17, 1995. I am augmenting my earlier opposition as follows.

I am aware that this Court has ignored much evidence, many legal precedents, considerable law and reasonable logic to arrive at its misinterpretation of the December, 1986 settlement agreement and to come to issue its summary adjudication and summary judgment orders in this case. I am also aware that by Scientology's latest summary adjudication motion and by the still pending existence of my cross-complaint for declaratory relief this Court now has an opportunity to reexamine its interpretation and resultant orders. Will this Court please carefully read the agreement and observe that it does not prohibit post-settlement responses to Scientology's post-settlement attacks. All my post-settlement actions were responses to such post-settlement attacks and are not breaches of the agreement. If this Court believes that the agreement actually means that Scientology (acknowledged by this Court as "a live public controversy that Scientology intimidates and criticizes its members and critics") can attack me in and out of its many litigations around the world, and that I may not respond to any of its attacks, then this Court must acknowledge the agreement for its real purposes of suppressing evidence and obstructing justice.

This Court has by its misinterpretation and orders ~~has~~ placed me in a life situation in which I am at risk. I am legally, psychologically and spiritually enmeshed with and threatened by Scientology's leaders with their well-recognized and judicially condemned use of the law to harass and ruin targeted persons. At the same time this Court orders that I may not be so enmeshed and may not do anything about Scientology's threats and this Court's own orders and threats. It should be clear that all the orders, threats and abuse have not convinced me that I should not defend myself or others attacked or abused, that this Court's interpretation or orders are right or legal, nor that I should not speak out about this misinterpretation and these impossible orders. By bringing its latest "renewal motion," Scientology affords this Court ~~a~~ another opportunity to correct its errors and orders by doing the right thing: 1. deny Scientology's motion; 2.

rethink its orders; 3. set this case for trial.

II. THE SETTLEMENT AGREEMENT IS OBSTRUCTIVE OF JUSTICE

A comparison of this Court's orders with the following settlement agreement conditions reveals that this Court does not enforce such conditions for the very reason that they obstruct justice:

1. ¶ 7D, to "maintain strict confidentiality and silence with respect to [my] experiences with the Church of Scientology and any knowledge or information [I] may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above." I am permitted by this Court to so communicate such information to government organs and agencies, and to my attorney(s). Presumably, because my attorney(s) is excepted in the orders, a minister of my church, a medical doctor and a psychotherapist would also be excepted. (Separate Statement in Opposition to Renewal Motion ("Sep.Stat."), 2.A., 2.C.3.

2. ¶ 7D, "the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of [my] complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above." Sep. Stat., 2.B. I have been permitted by the Court of Appeal, the Bankruptcy Court, the Los Angeles Superior Court, and by this Court to provide the contents and substance of the Armstrong I

complaint in various legal contexts without being compelled to do so. Sep. Stat. 2.B.1-5.

3. ¶ 7D states that Armstrong may not "discuss with others [] their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above." Sep. Stat., 2.D. This Court recognized in its order of December 1, 1995 my need to discuss with others their Scientology experiences, and has made no order that I may not discuss with others their experiences. Sep. Stat., 2.D.2.

4. ¶ 7D does not permit Armstrong to bring any legal action against Scientology to obtain redress for its criminal and tortious acts against him since the December, 1986 settlement, because to do so would necessarily involve his not maintaining "strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning [the agreement beneficiaries.]" Sep. Stat., 2.E. This Court has not specifically ordered that I may not bring any legal action against Scientology to obtain redress for its criminal and tortious acts against me since the December, 1986 settlement. Sep. Stat., 2.E.1. This Court has not specifically ordered that I may not canvas for or interview witnesses in anticipation of such an action. I have presented throughout this litigation an overwhelming amount of evidence of Scientology's post-settlement tortious and criminal attacks which merit such an action. Sep. Stat., 2.E.2.

5. ¶ 7G states that I may "not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding

against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above." Sep. Stat., 2.F. This Court's Order of Permanent Injunction specifically permits me to "voluntarily assist[] any [] governmental organ or entity defending a claim, intending to defend a claim, intending to defend an arbitration, intending to defend any claim being pressed, made, arbitrated or litigated by any of the Beneficiaries, regarding such claim or regarding defending, arbitrating, or litigating against it." Sep. Stat., 2.F.1. This Court's Order of Permanent Injunction specifically permits me to "voluntarily assist[] any [] governmental organ or entity arbitrating or litigating adversely to any of the Beneficiaries." Sep. Stat., 2.F.2.

6. ¶ 7G prohibits me from "cooperat[ing] in any manner with any organizations aligned against Scientology." Sep.Stat., 2.G. This Court's Order of Permanent Injunction does not prohibit me from cooperating in any manner with any organizations aligned against Scientology. Sep. Stat., 2.G.1.

7. ¶ 7H prohibits me from testify[ing] or otherwise participat[ing] in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process." Sep.Stat.,2.H. This Court's Order of Permanent Injunction specifically permits me to participate in administrative and legislative proceedings adverse to Scientology without being compelled. Sep. Stat., 2.H.1.

8. ¶ 7H prohibits me from "mak[ing] myself amenable to service of such process in a manner which invalidates the intent

of this provision." Sep. Stat., 2.I. This Court's Order of Permanent Injunction does not require me to not make myself amenable to service of process. Sep. Stat., 2.I.1.

9. ¶ 7H prohibits me "Unless required to do so by such subpoena,....[from] discuss[ing] this litigation or [my] experiences with and knowledge of the Church with anyone other than members of [my] immediate family." Sep. Stat. 2.J. I have been permitted by the California Court of Appeal, the Los Angeles Superior Court, the Marin Superior Court and the US Bankruptcy Court to discuss the Armstrong I litigation and my experiences with and knowledge of Scientology without being required to do so. Sep. Stat. 2.J.1.

10. ¶ 10 prohibits me from assist[ing] or advis[ing] anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement." Sep. Stat., 2.L. This Court's Order of Permanent Injunction does not prohibit me from voluntarily assisting or advising anyone, including individuals, partnerships, associations or corporations contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons included in the beneficiaries, other than in litigation or arbitration against the beneficiaries. This Court's Order of Permanent Injunction does not prohibit me from involuntarily assisting or advising anyone, including individuals, partnerships, associations or corporations contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to

the interests of any entity or class of persons included in the beneficiaries. This Court's Order of Permanent Injunction specifically permits me to voluntarily assist or advise any governmental agency contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons included in the beneficiaries.

11. ¶ 18D states: "The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement." Sep. Stat. 2.M. Scientology initially filed the agreement in open court in this case, and continues to file it openly. Sep. Stat. 2.M.1.

The discrepancies between the agreement's conditions and this Court's orders - e.g., permission to communicate with and assist government agencies, permission to communicate with my attorney, permission to not avoid service of process - point out very clearly that the purpose of the settlement agreement is to obstruct justice. The consideration of a contract must be lawful. Civil Code section 1607. If any part of the consideration is unlawful the entire contract is void. Civil Code section 1608. Consideration is unlawful if it is contrary to an express provision of law, contrary to the policy of express law, though not expressly prohibited, or otherwise contrary to good morals. §1667 Coupled with Scientology's use of the subject agreement to prohibit me from testifying in cases in which my testimony is relevant, and its use as a tool of "fair game" to facilitate the organization's character assassination, the agreement is patently obstructive of justice.

III THIS COURT HAS COMPLETELY AVOIDED THE ISSUE OF RELIGIOUS

FREEDOM

In response to the deep religious issues and defenses I raised in all my oppositions to Scientology's motions, this Court has cited to a case ITT Telecom v. Dooley for its proposition that "First amendment rights may be waived by contract." Dooley concerns trade secrets vs. First Amendment Speech rights. It has nothing to do with religious freedom issues. This must be addressed if this Court's orders are to be Constitionally valid.

IV CONCLUSION

This Court has before it another opportunity to take a good look into its heart and see whether there aren't in truth a whole bunch of issues of fact and real defenses that cry out to that heart to look again and see whether this matter in truth doesn't really belong in front of a jury in a public trial.

DATED: February 26, 1996.

Gerry Armstrong

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(SPACE BELOW PROVIDED FOR FILING STAMP ONLY)

FILED
NOV 17 1995
HOWARD HANSON
MARIN COUNTY CLERK
By J. NAUE Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION, a California for-profit corporation; DOES 1 through 100, inclusive,

Defendants.

No. 157 680

ARMSTRONG'S OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION ON FIRST CAUSE OF ACTION OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE

Date: 12/1/95
Time: 9:00 a.m.
Dept: One

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POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR RECONSIDERATION

I. INTRODUCTION

Summary adjudication of Armstrong's cross-complaint for declaratory relief is inappropriate beause cross-defendants fail to address whether the settlement agreement violate Armstrong's right under the Speech and Religion Clauses of the First Amendment. The Court has not ruled on Armstrong's defense based on First Amendmet religious liberty principles. Since that is ignored by Scientoogy, summary adjdication canot be granted. (C.C.P. § 437c (o)(2).) As a substantive matter, the settlement agreement violates public policy and the First Amendment.

The specific allegations of the cross-complaint for declaratory relief state as follows:

> 59. Cross-complainant ARMSTRONG realleges paragraphs 1 through 58, inclusive, and incorporates them by reference herein as though fully set forth.
>
> 60. An actual controversy has arisen and now exists between ARMSTRONG and CSI concerning their respective rights and duties in that ARMSTRONG contends that the only provisions of the settlement agreement that have any legal force any effect were those whereby he dismissed his cross-complaint in Armstrong I in consideration for a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the settlement agreement are void as against public policy and should be severed therefrom, and that CSI and its agents are not entitled to breach the settlement agreement while requiring ARMSTRONG to adhere thereto, whereas CSI disputes this contention and contends that it is entitled to enforce all provisions of the settlement agreement against ARMSTRONG notwithstanding the lack of mutuality thereof.
>
> 61. ARMSTRONG desires a judicial determination of his rights and duties, and a declaration that the only provisions of the settlement agreement which are valid are those which directly pertain to the dismissal of his cross-complaint in Armstrong I in consideration for the payment of a sum of money, and that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the settlement agreement should be severed and held not to be legally enforceable because they were designed to suppress evidence and obstruct justice.
>
> 62. A judicial declaration is necessary and appropriate at this time under the circumstances in order that ARMSTRONG may ascertain his rights and duties under the settlement agreement.
>
> 63. ARMSTRONG is being harmed by the settlement agreement insofar as his First Amendment Rights are curtailed, his ability to freely pursue gainful employment is restricted, and his reputation is being attacked in judicial proceedings which he is unable to counter without risking violation of the settlement agreement.

(Scientology's Request for Judicial Notice, (G).)

II. STATEMENT OF FACTS

In the initial litigation between Armstrong and Scientology, Judge Paul G. Breckenridge, Jr., specifically found the Scientology organization to be malevolent, in part because the organization "or its minions is fully capable of intimidation [of witnesses, including Armstrong] or other physical or psychological abuse if it suits their ends." (Armstrong's Separate Statement at ¶ 1 (A), Ex. 1 (A) at 8:3-6.)[1] He further provided the following factual findings, inter alia, regarding Scientology:

> In 1970 a police agency of the French Government conducted an investigation into Scientology and concluded "this sect, under the pretext of 'freeing humans' is nothing in reality but a vast enterprise to extract a maximum amount of money from its adepts by (use of) pseudo-scientific theories, by (use of) 'auditions' and 'stage settings' (lit. to create a theatrical scene') pushed to extremes (a machine to detect lies, its own particular phraseology . .), to estrange adepts from their families and to exercise a kind of blackmail against persons who do not wish to continue with this sect." [footnote omitted] From the evidence presented to this court in 1984, at the very least, similar conclusions can be drawn.
>
> In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization is clearly schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH [L. Ron Hubbard]. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile.

Id. at 8:7-9:4. (Emphasis added.)

In contrast to his findings regarding Scientology, Judge Breckenridge found Armstrong and his witnesses to be credible and sympathetic. He wrote:

> As indicated by its factual findings, the court finds the testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan, Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas, and Homer Schomer to be credible, extremely persuasive and the defense of privilege or justification established and corroborated by this evidence . . . In all critical and important matters, their testimony was precise, accurate, and rang true. The picture painted by these former dedicated Scientologists, all of whom were intimately involved [with the highest echelons of power in] the Scientology Organization, is on one hand pathetic, and on the other, outrageous. Each of these persons literally gave years of his or her respective life in support of a man, LRH [L. Ron. Hubbard], and his ideas. Each has manifested a waste and loss or frustration which is incapable of description.

Id. at 7:9-26. (Emphasis added.)

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[1] Rather than unnecessarily burden the Court's file with repetitive filings, the evidence referred to in Armstrong's Separate Statement herein will not be refiled. Rather, Armstrong relies on the evidence that he submitted in opposition to Scientology's motion for summary adjudication of the twentieth causes of action. There is additional evidence with respect to Scientology's so-called "Upper Level" materials referred to in Armstrong's Separate Statement herein that the Court previously struck as irrelevant. Due to the Court having previously ordered said material stricken, it is submitted again with this opposition.

Since the scope of the settlement agreements' gag provisions specifically included Nancy Dincalci (now Nancy Rodes), Kima Douglas, Laurel Sullivan, and Howard Schomer. (Scientology's Exhibit 1 (B)), it becomes clear that Scientology was seeking to buy its way out of the conclusion that Judge Breckenridge had rendered with respect to its nature and credibility, and to eliminate such persons from ready availability as witnesses in future litigation. The nature of the settlement agreement is further clarified by looking at its requirements that Armstrong forbear from participating in Scientology's appeal of Judge Breckenridge's opinion (Scientology's Exhibit 1 (A) at ¶ 4-B), assist in its effort to obtain return of documents in *United States v. Zolin,* [2] and in, furtherance of the gag provisions, to avoid service of process. (Scientology's Exhibit 1 (A) at ¶ 7H.)

Scientology attorney Lawrence Heller, who is the representative of Scientology depicted on the videotape of Armstrong's signing of the agreement, advised one court in 1989 in a motion to quash a deposition subpena served on Gerald Armstrong (that was based on the agreement) that he "was personally involved in the [1986] settlement" and stated under oath "The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved." (Armstrong's Separate Statement at ¶ 101) He further stated, "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences with the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners." (*Id.* at ¶ 102) When Heller spoke to Armstrong on November 20, 1989, Heller stated that Scientology had obligations of non-disclosure as well as Armstrong. (*Id.* at ¶ 103)

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[2] *United States v. Zolin*, then Case No. CV 85-0440-HLH (Tx) in the U.S. District Court, Central District of California, which on December 6, 1986 (the date of settlement), was on appeal before the Ninth Circuit. *Armstrong I* was ultimately a subject centrally involved in the Supreme Court opinion reported in *United States v. Zolin* (1989) 109 S.Ct. 2619, 105 L.Ed.2d 469.

Zolin arose from an investigation of L. Ron Hubbard, founder of the Church of Scientology, by Criminal Investigation Division of the Internal Revenue Service ("CID/IRS"). *Id.* 105 L.Ed.2d at 480. In the course of its investigation, the CID/IRS sought access to 49 documents, including two most important tape recordings, that had been filed under seal in *Armstrong I*. *Id.* 105 L.Ed.2d at 481. Scientology sought to block CID/IRS access to the documents in *Armstrong I* by asserting the attorney-client privilege as a basis for injunctive relief obtained in the United States District Court for the Central District of California. Citing the crime-fraud exception to the privilege, the CID/IRS opposed. The District Court upheld the privilege. On appeal the Ninth Circuit affirmed. *Id.* 105 L.Ed.2d at 481-83. The United States Supreme Court addressed whether the attorney-client privilege between Scientology and some of its attorneys should be abrogated on the basis "that the legal service was sought or obtained in order to enable or aid the client to commit or plan to commit a crime or tort." *Id.* at 105 L.Ed.2d at 489. In *Zolin,* the Supreme Court reversed the Ninth Circuit's ruling, in *United States v. Zolin* (9th Cir. 1987) 809 F.2d 1411, that the Government had not made a sufficient showing that there had been "illegal advice . . . given by [Scientology] attorneys to [Scientology] officials" to invoke the crime-fraud exception to the attorney-client privilege. Upon reversing and remanding, the Supreme Court ordered the Ninth Circuit to review partial transcripts of the tape recordings sought by the IRS in the criminal investigation of Scientology to determine whether the crime-fraud exception to the privilege applied. On remand, the Ninth Circuit held:

> **The partial transcripts demonstrate that the purpose of the [Mission Corporate Category Sort Out] project was to cover up past criminal wrongdoing. The MCCS project involved the discussion and planning for future frauds against the IRS, in violation of 18 U.S.C. ¶ 371. [citation.] The figures involved in MCCS admit on the tapes that they are attempting to confuse and defraud the U.S. Government. The purpose of the crime-fraud exception is to exclude such transactions from the protection of the attorney-client privilege.**

United States v. Zolin (1990) 905 F.2d 1344, 1345 (emphasis added.).

Pursuant to Paragraph 7E(c) of the settlement agreement specifically addressing the MCCS tapes in *Zolin*, the Scientology Organization required Armstrong to "assist [the Scientology Organization] in recovering these documents as quickly as possible, including but not limited to these tapes."

Scientology repeatedly made disparaging and sladerous comment about Armstrong after the settlement agreement. (*Id.* At ¶ 105)

Armstrong is a Christianist who believes in God and in Jesus and in the Bible. (*Id.* at ¶ 147, 157, 159)

Although Scientology pays lip service to being compatible with Christianist teachings, (*Id.* at ¶¶ 160-161), it is anti-christian. (*Id.* At ¶ 162.) Having been secretly taught, an initiated Scientologist beleives that "Christ, God and Heaven are false ideas 'implanted' in humans by electronic means to enslave them." (*Id.* At ¶ 163) Scientology secretly teaches its adherents that its "auditing" procedures are the only way to free mankind from "Christian" slavery and the "Creator of Heaven." (*Id.* At ¶ 164.) Scientology enforces acceptance of its teachings that Christ, God and Heaven are false "implanted" ideas with Scientology's system of "ethics" punishments, its "auditing procedures," and its institutionalized mockery of God and Christ. Any person in Scientology who professed a belief in Christ, or God, or who sought help through prayer, was viewed and handled as a "psychotic." (*Idl.* At ¶ 166) As a Christianist, Armstrong believes that this "blasphemes the Holy Spirit, the one unforgiveable sin." (*Id.* At ¶ 167-169.) There are others who share Armstrong's beliefs. (*Id* at ¶ 169-172.)

III. THE HELLER DECLARATION RAISES TRIABLE ISSUES AS TO WHETHER THE AGREEMENT WAS INTEGRATED AND AS TO THE PARTIES INTENT THAT THE GAG PROVISIONS WERE RECIPROCAL

> "Under California law, '[t]he test of admissibility of intrinsic evidence to explain the meaning of a written instrument is not whether it appears to the court to be plain and unambiguous on its face, but whether the offered evidence is relevant to prove a meaning to which the language of the contract is reasonably susceptible.' *Thomas Drayage*, 69 Cal.Rptr. at 564, 442 P.2d at 644. Thus, even if a contract appears to be absolutely clear on its face, the court is required to engage in preliminary consideration of extrinsic evidence to see whether it creates an ambiguity. However, if the extrinsic evidence advances an interpretation to which the contract is not reasonably susceptible, the extrinsic

> evidence is not admissible. [citation] Further, the mere existence of intrinsic evidence supporting an alternative meaning does not foreclose summary judgment where the extrinsic evidence is insufficient to render the contract susceptible to the non-movant's proffered interpretation. [citation]."

Barris Industries, Inc. v. Worldvision Enterprises, Inc. (9th Cir. 1989) 875 F.2d 1446, 1450 citing *P.G. & E. v. G.W. Thomas Drayage* (1968) 69 Cal.2d 33, 39-40; *Aragon-Haas v. Family Security Insurance Services, Inc.* (1991) 231 Cal.App.3d 232, 240; Witkin, California Evidence, Vol. 2, pp 920-923, § 975-977, pp. 929-934, § 983-986.

In addition to Heller's sworn representations that the reciprocal intent of the parties was to maintain reciprocal silence, Armstrong relies on Scientology's breaches of its obligation to maintain such silence as to Armstrong as excusing him from having to comply with the same requirement as to it. (Separate Statement ¶ 105) [3]

Thus, given the fact that CSI's own attorney has stated that the intent of the parties was to remain mutually silent about one another, a "germ of a potential ... defense" has been raised sufficient to defeat summary adjudication. *Jos. Schlitz Brewing Co. v. Downey Distributor* (1980) 109 Cal.App.3d 908, 917; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 39.

Most importantly, Heller's contradictory statements also implicate important public policy considerations as to the integrity of the judiciary and the lawyers who practice within it. Recently, the Second District Court of Appeal applied principles regarding stipulated reversals of judgment to a civil compromise that affected the right of the state to conduct a criminal prosecution. It stated that "When a court determines that a contract is contrary to public policy, it has a duty to refrain from allowing parties to maintain an action based on that contract. *Bovard v. American Horse Enterprises* (1988) 201 Cal.App.3d 832, 838." *People v. Eisenberg* (November 7, 1995) 95 C.D.O.S. 8643, 8644. As in *Eisenberg,* principles regarding stipulated reversals of judgment to a civil compromise are instructive in this case as well.

> The public interest exception to the presumption that requests for stipulated reversal will be granted cannot be defined by formula, though it will be more likely preesent when the judgment in question involves important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons. Whether a stipulated reversal would deprive the public of an important benefit must in every case be determined "'from a realistic assessment of all the pertinent circumstances.' [Citation.]" (*California Common Cause v. Duffy* (1987) 200 Cal.App.3d 730, 745

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[3] Among other things, after the settlement, Scientology stated that Armstrong was a perjuror, contemnor, and admitted agent provacteur of the United States Government. (Separate Statement, ¶ 105 (E).

Norman I. Krug Real Estate v. Praszker (1994) 22 Cal.App.4th 1814, 821.

That the public has an interest in the integrity of the judicial system cannot be disputed. *River West, Inc. V. Nickel* (1987) 188 Cal.App.3d 1297, 1306 ["The preservation of public trust both in the scrupulous administration of justice and in the integrity of the bar is paramount ... public's interest in an untainted judicial system."]

The settlement agreement at issue, by itself, "involves important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons," but more importantly because it is one component of a poly-dimensional effort by Scientology to buy its way out of accountability for the consequences of its conduct driven by its Fair Game Doctrine. Thus, the agreement violates the "first principle that the people have the right to know what is done in their courts." *Church of Scientology v. Armstrong* (1991) 232 Cal.App.3d 1060, 1068.

Judge Breckenridge's decision was not an isolated abberation. Scientology has a long history of tortious and criminal behavior. [4] With this judicial context, it is inconceivable that there is no question of fact on the issue that Scienbtology's intention as to the settlement agreement at issue was to "buy [its] way out" *People v. Eisenberg* (November 7, 1995) 95 C.D.O.S. 8643, 8644 quoting *Norman I. Krug Real Estate v. Praszker* (1994) 22 Cal.App.4th at 1823, of having to be accountable for the consequences of its conduct with respect to those whom it had in the past, and would in the future, victimize pursuant to its Fair Game

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[4] *Allard v. Church of Scientology* (1976) 58 Cal.App.3d 439, 443, fn. 1, 447 [Fair Game means "that person 'may be deprived of property or injured by any means by any Scientologist without discipline of the Scientologist. May be tricked, sued or lied to or destroyed.' ... Evidence of such policy statements were damaging to [the Church of Scientology], but they were entirely relevant. They were not prejudicial. A party whose reprehensible acts are the cause of harm to another and the reason for the lawsuit by the other cannot be heard to complain that its conduct is so bad that it should not be disclosed." Practice of Fair Game resulted in setting enemy up for criminal conviction.] *Wollersheim v. Church of Scientology of California* (1989) 212 Cal.App.3d 872, 881-891 [Fair Game was modren-day "Christian inquisition" intended to "neutralize" adversary by stripping him of economic and psychological resources.]; *United States v. Kattar* (1st Cir. 1988) 849 F.2d 118, 125-126 [In the late 1970s, the United States successfully prosecuted a number of high-level Scientologist operatives for various crimes involving illegal break-ins, burglaries and wire taps ... The Church according to the U.S. Attorney, 'launched vicious smear campaigns against those perceived to be enemies of Scientology.' The Church's methods for this included subornation of perjury. The memo also acknowledged the existence of the Fair Game Doctrine as the active animating philosophy of the Church."]; *Church of Scientology v. Commissioner* (1984) 83 U.S. Tax Ct. Rpts. 381, 429-442 ["Petitioner [Church of Scientology of California], its agents, and others willfully and knowingly conspired to defraud the United States ... In pursuit of the conspiracy, petitioner filed false tax returns, burglarized IRS offices, stole IRS documents, and harassed, delayed, and obstructed IRS agents who tried to audit the Church's records. Petitioner gave false information to and concealed relevant information from the IRS about its corporate structure ..."]; *United States v. Hubbard* (D.C. 1979) 474 F.Supp. 64, 70-77, 79, 83-84.

Doctrine.

Under this view, the $800,000 that Scientology paid to Armstrong to dismiss his cross-complaint and maintain silence is not a barometer of the depth of Armstrong's disregard of his word to stick to the settlement. [5] It is a barometer of the value which Scientology placed on the suppression of Armstrong's testimony which was "credible, extremely persuasive and ... corroborated by this evidence . . . In all critical and important matters, . . . was precise, accurate, and rang true" regarding a criminal organization. [6] For this Court to particpate in such a corrupt scheme has "dangerous public policy implications" *Ibid.* because the events set forth above "tend to undermine individual security, personal liberty, or private property, or injure the public or the public good." *Church of Scientology v. Armstrong, supra*. 232 Cal.App.3d at 1068. One result is that "public court business is conducted in private [and then] it becomes impossible to expose corruption, incompetence, inefficiency, prejudice, and favoritism." *Ibid.*

Scientology's litigation practices bring the question of judicial corruption into high relief.

On November 14, 1995, in *Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company, and Richard Behar*, the United States District Court, Southern District of New York, Case No. 92 Civ. 30324 (PKL) the court granted summary judgment in favor of Time Magazine as to the following statements:

> In reality the church is a hugely profitable global racket that survives by intimidating members and critics in a Mafia-like manner."
>
> "Says Cynthia Kisser, the [Cult Awareness] network's Chicago-based executive director" 'Scientology is quite likely the most ruthless, the most classically, terroristic, the most litigous cult the

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[5] As Armstrong's evidence has illustrated (Separate Statement at ¶¶ 106, 154, 155), he did keep his word for years until Scientology's betrayal of their promises became completely intolerable.

[6] The nature of Scientology continues to be judicially recognized as a live public controversy of great importance. In his Memorandum Opinion, United States District Court Senior Judge John L. Kane Jr. in *Religious Technology Center v. F.A.C.T.NET, INC.; Lawrence Wollersheim and Robert Penny*, United States District Court for the District of Colorado, Case No. 95-K-2143, filed October 3, 1995, found that

> "The alleged copying by the Defendants was not of a commercial nature. Rather, it was for the non-profit purposes to advance understanding of issues concerning the Church which are the subject of on-going public controversy. ... [L] Defendants maintain and the evidence does not refute that the Lerma postings to the Internet were made in the context of ongoing dialogue in the particular newsgroup to which they were posted. [T]hey form part of the topical debate concerning whether the Works are of substance or are perpetuated as part of systemic mind control. ... As such, the postings may well be considered as having been made for the purposes of criticism, comment or research falling within the fair use doctrine"

(Armstrong's Request for Judicial Notice, A.)

country has ever seen. No cult extracts more money from its members.'"

> "Those who criticise the church – journalists, doctors, lawyers and even judges so often find themselves engulfed in litigation, stalked by private eyes, framed for fictional crimes, beaten up or threatened with death."

(Request for Judicial Notice, B at p. 7.)

IV. ARMSTRONG IS ENTITLED TO A DECLARATION THAT THE CONTRACT VIOLATES THE FIRST AMENDMENT [7]

Armstrong's exercise of his right as an apostate to criticize his former religion while his former religion not only assails his reputation and character, but also his Christianist religious beliefs is a violation of the First Amendment. The contract forces Armstrong, ultimately upon penalty of imprisonment, to maintain abject silence in the face of a Scientologist attack upon the root's of Armstrong's Christianist beliefs. Such violates two constitutionally essential principles regarding the speech and religion clauses of the First Amendment.

Justice Brandeis best articulated the value of free speech as the necessary predicate and intelligent core of constitutional liberty in his famous concurrence in *Whitney v. California* (1927) 274 U.S. 357, 375:

> "[The Framers of the Constitution] believed the freedom to think as you will and to speak as you think are means indispensable to the discovery and spread of political truth; that without free speech and assembly discussion would be futile; that with them, discussion affords ordinarily adequate protection against the dissemination of noxious doctrine; that the greatest menace to freedom is an inert people; that public discussion is a political duty; and that this should be a fundamental principle of American government. They recognized the risks to which all human institutions are subject. But they knew that order cannot be secured merely through fear of punishment for its infraction; that it is hazardous to discourage thought, hope and imagination; that fear breeds repression; that repression breeds hate; that hate menaces stable government; that the path of safety lies in the opportunity to discuss freely supposed grievances and proposed remedies; that the fitting remedy for evil counsels is good ones. Believing in the power of reason as applied through public discussion, they eschewed silence coerced by law - the argument of force in its worst form."

Justice Cardozo referred to freedom of speech as "the matrix, the indispenible condition, of nearly every other form of freedom." *Palko v. Connecticut* (1937) 302 U.S. 319, 327.

> [The First] Amendment rests on the assumption that the widest possible dissemination of information from diverse and antagonistic sources is essential to the welfare of the public ...

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[7] Scientology's motion for summary adjudication directs itself solely to the allegations of paragraph 61 of the cross-complaint. As such it omits addressing the allegations of paragraphs 60 and 63. Paragraph 60 pertains the need for declaration of rights and duties on the issue of the one-sided interepretation of the agreement. Paragraph 63 alleges that Armstrong's exercise of his First Amendment rights are harmed by the contract. There fore summary adjudication of the cross-complaint should be denied because it fails to carry its burden that one or more elements of the cause of action cannot be established or that there is a complete defense to the casue of action. (C.C.P. § 437c (o)(2).)

Citizen Publishing Co. V. United States (1969) 394 U.S. 131, 139-140. The reason for protecting the free flow of information is that "[o]ur system of government requires that we have faith in the ability of the individual to decide wisely, if only he is fully apprised of the merits of a controversy." *Eisenstadt v. Baird* (1972) 405 U.S. 438, 457 (Douglas, J., concurring.)

> "... above all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content. [Citation.] To permit the continued building of our politics and culture, and to assure self-fulfillment for each individual, our people are guaranteed the right to express any thought, free from government censorship. The essence of this forbidden censorship is content control. Any restriction on expressive activity because of its content would completely undercut the 'profound national commitment to the principle that debate on public issues should be uninhibited, robust and wide-open.' [Citation.]"

Police Department v. Mosley (1972) 408 U.S. 92, 95-96.

The contract violates the public interest, and eviscerates its own ability to fulfill its purpose - the ascertainment of truth. It asserts the Power of Government upon Armstrong to restrain him from participating in discussion of "noxious doctrine," which is "silence coerced by law – the argument of force in its worst form." *Whitney*, 274 U.S. at 375-376.

There is a "germ of a defense" that the instant setttlement agreement violates the public interest because it allows Scientology to "buy its way out" of accountability for the consequences of acting out its Fair Game Doctrine which can have a devastating impact on"important public rights, unfair, illegal, or corrupt practices, or torts affecting a significant number of persons." Money, even $800,000, cannot be allowed to buy this. If it is, the true doublespeak will be "Justice." Because Scientology is able to "buy away" the legacy of its evil conduct, and continue to use the judicial system as a tool of the destruction of its enemies, Justice will have become Injustice.

In addition to the contract constituting a most egregious prior restraint on pure speech, the nature of the speech which it impacts, is subject to additional First Amendment protection because it is of an independantly religious nature.

Speech about religion is speech entitled to the general protections of the First Amendment. This includes descriptions of religious experiences. *Widmar v. Vincent* (1981) 454 U.S. 263, 269, fn. 6.

> "In the realm of religious faith, and in that of political belief, sharp differecnces arise. In both fields the tenets of one man may seem the rankest error to his neighbor. To persuade others to his own point of view, the pleader, as we know, at times, resorts to exaggeration, to vilification of men who have been, or are, prominent in church or state, and even to false statement. But the people of this

> nation have ordained in the light of history, that, in spite of the probability of excessess and abuses, these liberties are, in the long view, essential to enlightened opinion and right conduct on the part of the citizens of a democrary."

Cantwell v. Connecticut (1940) 310 U.S. 296, 310.

Armstrong beleives that God has sent him to help the "little people" whom Scientology "persecutes." (Separate Statement at ¶¶ 173-175) "It is a function of speech to free men from the bondage of irrational fears." *Whitney, supra.*, 274 U.S. at 376. Thus, to enforce the Scientologist view while prohibiting any expression of the counterbalancing Christianist view, violates Armstrong's right to freely exercise his religion, even if the sum total of that religion is to register his public dissent to the conduct taken in furtherance of the Fair Game Doctrine.

> "Those who begin coercive elimination of dissent soon find themselves exterminating dissenters. Compulsory unification of opinion achieves only the unanimity of the graveyard. [¶] It seems trite but necessary to say that the First Amendment to our Constitution was designed to avoid these ends by avoiding these beginnings. There is no mysticism in the American concept of the State or of the nature or origin of its authority. We set up government by consent of the governed, and the Bill of Rights denies those in power any legal opportunity to coerce that consent. Authority here is to be controlled by public opinion, not public opinion by authority.

West Virginia State Board of Education v. Barnette (1943) 319 U.S. 624, 641.

Armstrong's views on Scientology were sufficiently supported by evidence and conceptually powerful to convince Judge Breckenridge to make the conclusions he did about Scientology. Even if Armstrong's view were to be relegated to the realm of what is eccentric rather than what is effective, the First Amendment would still compel protection against the Court's prior restraint of his speech.

> We can have intellectual individualism and the rich cultural diversities that we owe to exceptional minds only at the price of occasional eccentricity and abnormal attitudes. When they are so harmless to others or to the State as those we deal with here, the price is not too great. But freedom to differ is not limited to things that do not matter much. That would be a mere shadow of freedom. The test of its substance is the right to differ as to things that touch the heart of the existing order.

Id. At 641-642.

Armstrong's position does go to the heart of the existing order because he asserts that no amount of money, not even $1 million, can buy the truth. He says the First Amendment is not for sale. [8]

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[8] The *ITT Telecom Products Corp. v. Dooley* (1989) 214 Cal.App.3d 307, 319 case is inapposite. Attorney Heller testified that both parties would maintain silence about the other. Thus there is a question of fact as to whether or not Armstrong had voluntarily, knowingly and intelligently agreed that Scientology could say whatever it wanted about him, and that if he said anything back he could be sued, enjoined and jailed. There is no evidence that a constitutional waiver had taken place.

The Fourteenth Amendment supports Armstrong's position.

> The test of legislation which collides with the Fourteenth Amendment, because it also collides with the principles of the First, is much more definite than the test when only the Fourteenth is involved. Much of the vagueness of the due process clause disappears when the specific prohibitions of the First become its standard. ... freedoms of speech and of press, of assembly, and of worship may not be infringed on ... slender grounds. They are susceptible of restriction only to prevent grave and immediate danger to interests which the state may lawfully protect.

Id. 319 U.S. at 639. Armstrong engaging in religious speech regarding Scientology presents no " grave and immediate danger" to the State's interest. The only value which supports the injunction is the right to contract. While not to be belittled, such right is also not ultimate.

Just because citizens contracted to purchase homes with the express covenant that said home would never be sold to Africans was insufficient to enforce such racially restrictive covenants. *Shelley v. Kraemer* (1948) 334 U.S. 1. Judicial action is state action and therefore subject to the requirements of the Fourteenth Amednment. *Id.* At 14-18. Just as Black and White people stand equally before the law, so does the Scientologist and the Christianist. The Scientologist cannot use the law to strip the Christianist of his First Amendment Rights without running afoul of the First and Fourteenth Amendments.

All of the speech which the contract represses is religious in nature because the content of such speech is the criticism of the Scientology religion and its leaders by Armstrong. (Separate Statement ¶138-175) Such prior restraint puts Armstrong in the position that while Scientology may lie about Armstrong to the public, if he in response tells the truth about Scientology, Scientology will have this court jail him for contempt of court. It is the greatest irony that Scientology, a tax-exempt organization that is supposed to benefit the public, has obtained a court order to silence the words of a former member who warns the public of the danger it presents. Such would be a denial of equal protection of the law, not to mention a violation of the First Amendment's establishment clause.

In order to pass muster under the First Amendment's estasblishment clause, the governmental action must pass a three-pronged test.

> "First the [governmental order] must have a secular legislative purpose; second, its principal or primary effect must be one that neither advances nor inhibits religion ...; finally the [order] must not foster an excessive governmental entanglement with religion."

Lemon v. Kurtzman (1971) 403 U.S. 602, 612-613. Failure of state action to satisfy any one of the criteria requires invalidation. *Edwards v. Aguillard* (1987) 482 U.S. 578, 583. "[G]overnment cannot exert its authority in the domain of religious conviction. Government may not convey any message of 'endorsement or disapproval' of religious activity, or use its 'power [or] prestige ... to control, support or influence' any matter of religious faith." *United Christian Scientists v. First Church of Christ* (1987) 829 F.2d 1152, 1161-1162.

The contract fails the last two prongs of this test. The order advances Scientology's religious purpose while its inhibits Armstrong's. It furthers Scientology's Fair Game Doctrine, allowing it to lie about Armstrong, and inhibits Armstrong's dedication to the truth by silencing him in the face of such lies. The order allows Scientology to propagate its belief that God and Jesus are "implants" to enslave man, while at the same time it censors Armstrong's belief that such is blasphemy.

Finally, the order constitutes an excessive entanglement because if Armstrong's conscience cannot allow him to remain silent in the face of such lies, this court in the enforcement of its order will have to jail him for the act of standing up and speaking his convictions, whether the court considers him to be mad or not. It is inconceivable that in our democratic society the Government will enforce a religious edict by jailing a citizen who dares to speak out against it.

VII. SUMMARY ADJUDICATION SHOULD BE DENIED BECAUSE THE HELLER AND LONG DECLARATIONS RAISE TRIABLE ISSUES REGARDING THE DEFENSE OF UNCLEAN HANDS

Assuming without conceding that as a matter of contractual interpretation CSI was not required to maintain silence as to Armstrong, its actions are such as to create a triable issue regarding the defense of unclean hands. (Separate Statement at ¶ 105, 130) Traditionally, the doctrine of unclean hands is invoked when one seeking relief in equity has violated conscience, good faith or other equitable principles in his prior conduct. Accordingly, one who violates his contract cannot have recourse to equity to support that violation. *Fibreboard Paper Prod. Corp. v. East Bay Union* (1964) 227 Cal.App.2d 675, 727. It is a proper defense in a legal action as well as in equity *Id.* at 728.

> Any unconscientious conduct in the transaction may give rise to the defense. [Citations.] This maxim is far more than a mere banality. It is a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant. The doctrine is rooted in the historical concept of a court of equity as a vehicle for affirmatively enforcing the requirements of conscience and good faith. This presupposes a refusal on its part to be 'the abettor of inequity.'"

Burton v. Sosinsky (1988) 203 Cal.App.3d 562, 573-574.

> The equitable principles underlying the clean hands doctrine do not require a finding that Pond was guilty of perjury, concealment or other illegal conduct, '[f]or it is not only fraud or illegality which will prevent a suitor from obtaining equitable relief. *Any unconscientious conduct* upon his part which is connected with the controversy will repel him from the forum whose very foundation is good conscience.

Pond v. Insurance Co. of America (1984) 151 Cal.App.3d 280, 291. The application of the doctrine is primarily a question of fact. *Fibreboard,* 227 Cal.App.2d at 726-727. The defense applies only if the inequitable conduct occurred in a transaction directly related to the matter before the court and affects the equitable relationship between the litigants. *California Satellite Systems, Inc. v. Nichols* (1985) 170 Cal.App.3d 66, 70. The unconscionable conduct must be of such a nature that it would, if permitted to go unnoticed, result in prejudice to the other party. *Soon v. Beckman* (1965) 234 Cal.App.2d 33, 36.

Based on Heller's statements as to the intention of the parties on one hand (Separate Statement ¶ 101, 102), and Scientology's post settlement references to and characterizations of Armstrong as a liar, agent provocateur, and contemnor on the other (*Id.* at ¶105), it is clear that Armstrong has raised a factual issue as to his issue of unclean hands. Scientology cannot state out of one side of its mouth that the keep quiet provisions were mutual and state out of the other side of its mouth the ways in which it says Armstrong is a bad man.

VIII. CONCLUSION

Based on the foregoing points and authorities, defendant Armstrong respectfully submits that the motion for summary adjudication shoul be denied.

DATED: November 17, 1995

HUB LAW OFFICES

By:____________________
FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S AMENDED MOTION OF MOTION AND MOTION FOR RECONSIDERATION OF GRANT OF SUMMARY JUDGMENT AS TO TWENTIETH CAUSE OF ACTION FOR PERMANENT INJUNCTION; POINTS AND AUTHORITIES; DECLARATION OF FORD GREENE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

~~BY PERSONAL SERVICE~~

LAURIE J. BARTILSON,ESQ.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

BY FAX

[X] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: November 16, 1995

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S AMENDED OPPOSITION TO RENEWAL MOTION FOR SUMMARY JUDGMENT OF ARMSTRONG'S FIRST AMENDED CROSS-COMPLAINT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

ANDREW H. WILSON, ESQ.
Wilson, Ran & Compelling
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San Francisco, CA 94104

Lauric J. Bartilson, Esquire
Moxon & Bartilson
6255 Sunset Boulevard, Ste. 2000
Los Angeles, CA 90028

[x](By Mail)I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x](State)I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: February 26, 1996

Lori En Phippeny

*

9773

FILED

MAR 0 1 1996

MARIN COUNTY CLERK
BY: E. Keswick Deputy

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Attorneys for Cross-Defendant
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

BY FAX

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG, et al.,

Defendants.

AND RELATED CROSS-ACTIONS

CASE NO. 157 680

[CONSOLIDATED]

CHURCH OF SCIENTOLOGY INTERNATIONAL'S REPLY IN SUPPORT OF RENEWAL MOTION FOR SUMMARY JUDGMENT OF DEFENDANT GERALD ARMSTRONG'S CROSS-COMPLAINT

Date: March 8, 1996
Time: 9:00 a.m.
Dept: 1

Trial Date: Vacated

RUSH

I. INTRODUCTION

Plaintiff/Cross-Defendant Church of Scientology International ("the Church") seeks summary judgment of defendant Armstrong's single remaining cross-claim, for declaratory relief, and thus an end to this litigation. In its moving papers, the Church demonstrated that this Court had already determined the enforceability of most of the provisions of the contract concerning which Armstrong seeks a declaration, that there is no existing controversy as to the remaining paragraphs, and that the paragraphs are, in any case, enforceable as a matter of law. Armstrong's opposition consists of (1) wholesale repetition of his argument that the enforcement of the agreement (at all) violates his First Amendment rights; (2) a declaration that this Court has "misinterpreted" the agreement; and (3) an admission that the paragraphs presently at issue are, indeed, not in controversy between the parties.[1]

Only Armstrong's admission is actually relevant to the determination of this motion. Since Armstrong has agreed that the remaining paragraphs are not the subject of any present controversy between the parties, the Church is entitled to judgment on Armstrong's claim for declaratory relief. In the alternative, the Court should interpret the provisions of the contract as a matter of law, on summary judgment rather than an unnecessary bench trial, and grant the Church summary judgment on the ground that the provisions in question do not "suppress evidence" or "obstruct justice."

II. THE CHURCH IS ENTITLED TO SUMMARY JUDGMENT

As set forth in detail in the moving papers, Armstrong's complaint for declaratory relief seeks a declaration as to the validity of nine paragraphs contained in the 1986 settlement agreement ("the Agreement"). This Court has already determined that there is no controversy as to two of the paragraphs, which concern an appeal now ended, or as to an additional five paragraphs, which this Court has already issued orders enforcing. Only paragraphs 7I and 18E remain to be interpreted.[2]

---

[1] On Thursday, February 29, 1996, one day before this reply was due to be filed, attorneys for the Church received a document from Armstrong titled "Armstrong's Amended Opposition to Renewal Motion for Summary Judgment of Armstrong's First Amended Cross-Complaint." This document is dated "February 26, 1996," and is not file-stamped. Armstrong's opposing papers were due to be filed on February 23, 1996, and, if this document was filed with the Court, it was filed late, and without the Court's prior permission. The document itself is nothing more than still another plea for the Court to reconsider its earlier rulings, coupled with unsupported accusation that the Court "has ignored much evidence, many legal precedents, considerable law and reasonable logic." [Amended Oppo. at 1] The Church requests that the Court refuse to consider this late-filed document, pursuant to Marin County Superior Court Rule 3.03(F).

The Church is entitled to a judgment as a matter of law as to paragraphs 7I and 18E for two distinct and compelling reasons: (1) no actual controversy exists relating to the legal rights and duties of the parties with respect to these two paragraphs, and (2) the paragraphs are valid and enforceable provisions and are not in any sense "designed to suppress evidence and obstruct justice."

A. No Actual Controversy Exists As To Paragraphs 7I And 18E

Armstrong does not dispute that in order to maintain an action for declaratory relief, he must do more than simply allege that he and the plaintiff disagree about the terms of a contract. A real, not a theoretical, controversy must be both alleged and proven. *Sherwyn & Handel v. California State Department of Social Services* (1985) 173 Cal.App.3d 52, 57, 218 Cal.Rptr. 778, 782; *Pittenger v. Home Savings & Loan Assn.* (1958) 166 Cal.App.2d 32, 37. His opposing papers are silent as to this controlling legal authority. He does, however, admit that the following facts are undisputed:

+ The only actions pending between the Church and Armstrong are this consolidated action and an adversary proceeding filed by the Church in Armstrong's bankruptcy (collectively, "the Actions") [Armstrong's Separate Statement, No. 5, at 32-33];

---

[2] Request for Judicial Notice, Exhibit F, Ruling of December 1, 1995:

> As to the first cause of action of defendant's cross-complaint, plaintiff has failed to meet its burden of showing that the Court determined the enforceability of paragraphs 7I and 18E of the settlement agreement. The motions directed at the fourth, sixth, thirteenth, sixteenth, seventeenth and nineteenth causes of action only involved paragraph 7D of the settlement agreement. Defendant does not dispute that "paragraphs 4A and 4B concern an appeal which has already become final, and as to which no rights, duties or obligations could be enforced in the future." The order of permanent injunction did not find violations of paragraphs 7I and 18E.

(Citations omitted). The order of permanent injunction specifically found that Armstrong had violated paragraphs 7D, 7H, 7G, 10, and 18D, and that these provisions were enforceable. [Request for Judicial Notice, Exhibit E at 2:15; 6:21 - 9:3].

+ In the Actions between the Church and Armstrong, the Church has never tried to specifically enforce paragraphs 7I and 18E of the Settlement Agreement or to recover damages for breaches of them by Armstrong [*Id.*, No. 6, at 33];

+ It is not likely that the Church will seek to enforce paragraphs 7I and 18E of the Settlement Agreement [*Id.*, No. 7, at 33-34].

Under these circumstances, it is obvious that no real controversy exists as to which this Court should grant declaratory relief. The Church is thus entitled to summary judgment of the cross-claim as a matter of law.

B. Armstrong is Not Entitled to a Declaration Invalidating Paragraphs 7I And 18E As a Matter of Law

Even if the Court decides that Armstrong's request for declaratory relief does present an actual controversy, the Church is still entitled to summary judgment in its favor. Armstrong does not dispute the controlling principle that "[w]here there is no conflict as to the terms of a contract, and where its provisions are not uncertain or ambiguous, its 'meaning and effect * * * and the relation of the parties to it thereby created * * * become a question of law to be decided by the court.'" *Nizuk v. Georges* (1960) 180 Cal.App.2d 699, 705, 4 Cal.Rptr. 565, 570 (citations omitted). No trial is necessary to determine that Paragraphs 7I and 18E are valid and enforceable, or that they do not obstruct justice or suppress evidence as a matter of law.

Paragraph 7I of the Settlement Agreement constitutes a more specific expression of the parties' intent, manifested in paragraphs 4, 5, and 6,[3] to mutually release one another for damages relating to any claims then pending, or injuries known or unknown at the time of the execution of the Settlement Agreement. The import of this paragraph is simply that, in the event the parties were to litigate other matters against one another in the future, they would not re-visit the evidence and issues being resolved in 1986 by the Settlement Agreement. Nothing in this paragraph obstructs justice or suppresses evidence.

---

[3] See Sep.St. No. 12.

Paragraph 18E of the Settlement Agreement is just an express statement of the covenant of good faith and fair-dealing which is implied into any contract entered into in California. When obligations under a contract persist into the future, the parties have a continuing duty to refrain from taking any action which will deprive the other party of the benefits of their bargain. The precise terms of Paragraph 18E command and obligate no more than this, and certainly require no conduct which either "suppresses evidence" or "obstructs justice."

The Church is thus entitled to judgment declaring that Paragraphs 7I and 18E are valid and enforceable as a matter of law.

III. CONCLUSION

The Church has provided the Court with two independent and fully-supported bases on which to base the summary judgment of Armstrong's cross-complaint in the Church's favor. In response, Armstrong has simply refiled papers already considered, argued that the Court has in the past "misinterpreted" the Agreement, and admitted that the relevant facts are undisputed. The Church thus requests that the Court enter an order of summary judgment of the cross-complaint for cross-defendant, Church of Scientology International.

Dated: March 1, 1996

Respectfully Submitted,
WILSON, RYAN & CAMPILONGO

By:
Laurie J. Bartilson
MOXON & BARTILSON

Attorneys for Cross-Defendant
CHURCH OF SCIENTOLOGY
INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of California, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevar, Suite 2000, Hollywood, CA 90028.

On March 1, 1996 I served the foregoing document described as CHURCH OF SCIENTOLOGY INTERNATIONAL'S REPLY IN SUPPORT OF RENEWAL MOTION FOR SUMMARY JUDGMENT OF DEFENDANT GERALD ARMSTRONG'S CROSS-COMPLAINT on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[ ] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on March 1, 1996, at Los Angeles, California.

[ ] **(BY PERSONAL SERVICE) I delivered such -- envelopes by hand to the offices of the addressees.

Executed on ________________, at _____________, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Abel E. Ulemara
Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

MARIN COUNTY COURTS
LAW & MOTION - VIL CALENDAR
March 1996

9:00 am DEPARTMENT: 01 Honorable Gary W. Thomas **REPORTER: J. KNETZGER** **CLERK: L. MORRIS**

CASE #	INV.	PERSON/PARTY NAME	ATTORNEY FIRM	HEARING TYPE
CIV 157680		**CHURCH OF SCIENTOLOGY INTERNATIONAL VS. GERALD ARMSTRONG ET AL**		
	PLTF:	CHURCH OF SCIENTOLOGY INTERNA	BARTILSON, LAURIE J. Wilson, Ryan Et Al Wilson, Andrew Harris present	MOTION FOR SUMMARY JUDGMENT (PLTF) CHURCH OF SCIENTOLOGY INTERNATIONAL
	DEFT:	ARMSTRONG, GERALD	PRO PER	
	DEFT:	BEHBEHANI-WALTON, SOLINA		
	DEFT:	THE GERALD ARMSTRONG CORPORAT	PRO PER	
	DEFT:	WALTON, MICHAEL	PRO PER	
	CRCO:	ARMSTRONG, GERALD	PRO PER present	
	CRDF:	CHURCH OF SCIENTOLOGY INTERNA	BARTILSON, LAURIE J. Wilson, Ryan Et Al Wilson, Andrew Harris	

SEE ATTACHED 2-A.

CASE #	INV.	PERSON/PARTY NAME	ATTORNEY FIRM	HEARING TYPE
5- CIV 159246		**SUSAN FIGONE DE MARTINI; BAY CITIES REFUSE SERVICE, INC. VS. CLYDE R. FIGONE**		
	PLTF:	BAY CITIES REFUSE SERVICE, IN	Bianchi, Paxton, Engel, Kegan & Bianchi, Albert	MOTION FOR SANCTIONS (DEFT) CLYDE R FIGONE (DEFT) DENISE FIGONE (DEFT) EAST BAY SANITARY CO., INC.
	PLTF:	DE MARTINI, SUSAN FIGONE	PRO PER	
	DEFT:	EAST BAY SANITARY CO., INC.	Kiser, Randall DeFrago, Alan HIGHTOWER, JOHN	
	DEFT:	FIGONE, CLYDE R	Kiser, Randall DeFrago, Alan Chow, Camilia	
	DEFT:	FIGONE, DENISE	Kiser, Randall present HIGHTOWER, JOHN	

Rodney Marraccini for plaintiff Susan De Martini

SEE ATTACHED 2-B.

9779

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA PAGE: 2-A

LAW & MOTION, CIVIL CALENDAR

RULINGS

TIME: 9:00 **DATE:** MARCH 8, 1996 **DEPT:** 1

JUDGE: GARY W. THOMAS **REPORTER:** J. KNETZGER **CLERK:** L. MORRIS

CASE NO: 157680 **TITLE OF ACTION:** CHURCH OF SCIENTOLOGY V. ARMSTRONG

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT ON THE CROSS-COMPLAINT IS GRANTED. AS PREVIOUSLY RULED BY THE COURT, PLAINTIFF'S EVIDENCE SHOWS THAT THIS COURT HAS DETERMINED THE ENFORCEABILITY OF PARAGRAPHS 7D, 7E, 7G, 7H, 10, AND 18D. (SEE FACT 2 AND EXS. RJN C-E.) FURTHER, DEFENDANT DOES NOT DISPUTE THAT "[P]ARAGRAPHS 4A AND 4B CONCERN AN APPEAL WHICH HAS ALREADY BECOME FINAL, AND AS TO WHICH NO RIGHTS, DUTIES OR OBLIGATIONS COULD BE ENFORCED IN THE FUTURE." (SEE UNDISPUTED FACT 3.) WITH RESPECT TO PARAGRAPHS 7I AND 18E, THE UNDISPUTED EVIDENCE SHOWS THAT THERE IS NO PRESENT OR PROBABLE FUTURE CONTROVERSY INVOLVING THOSE PARAGRAPHS. (SEE UNDISPUTED FACTS 5-7.) THUS, THERE IS NO BASIS REMAINING FOR DEFENDANT'S DECLARATORY RELIEF CAUSE OF ACTION.

Matter is argued. Tentative ruling becomes final.
Status Conference of 3/11/96 is vacated.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Defendant and Appellant
In Propria Persona

FILED
9781
MAR 28 1996
J Bost
HOWARD HANSON
MARIN COUNTY CLERK
BY: J. Bost, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff and Respondent, vs. GERALD ARMSTRONG, Defendant and Appellant.	Case No. **157680** **NOTICE OF APPEAL** [C.C.P. §904.1]

Defendant and Appellant Gerald Armstrong appeals to the Court of Appeal of the State of California, First Appellate District, from the "Order re Motion of Plaintiff for Summary Adjudication of Issues" filed on January 30, 1996 in Department One of the above-entitled court.

Notice of Entry of Order re Motion of Plaintiff for Summary Adjudication of Issues was served on Defendant and Appellant on February 2, 1996.

DATED: March 27, 1996

Gerald Armstrong

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

NOTICE OF APPEAL

on the following person(s) on the date set forth below, by delivering a true copy thereof enclosed in a sealed envelope to the addressee below:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, California 94104

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (Personal) I caused said papers to be personally served on the office of counsel.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: March 28, 1996

Lou En Phippen

FILED
MAY 0 2 1996
MARIN COUNTY CLERK
BY: E. Keswick, Deputy
9783

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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

BY FAX

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation;

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

CASE NO. 157 680

[CONSOLIDATED]

JUDGMENT

Trial Date: Vacated

On October 6, 1995, the Court granted the motion of Plaintiff made under Code of Civil Procedure §437(c) on the ground that there is no defense to the action, and that judgment be entered for Plaintiff and against Defendants on the 13th, 16th, 17th and 19th causes of action of the Second Amended Complaint.

On January 27, 1995, the Court granted the motion of Plaintiff made under Code of Civil Procedure §437(c) on the ground that there was no defense to the action, for an order that judgment be entered for Plaintiff and against Defendants on the 4th and 6th causes of

ENTERED

action of the Second Amended Complaint.

On October 6, 1995, the Court granted the motion of Plaintiff, made under Code of Civil Procedure §437(c) on the ground that there was no defense to the action, for an order that a permanent injunction be entered on behalf of Plaintiff and against Defendants.

On August 16, 1994, the Superior Court of California, County of Los Angeles, in which this action was then pending, granted the motion of Defendants under Code of Civil Procedure §437(c) on the ground that the causes of action asserted in the 2nd and 3rd causes of action on the Cross-Complaint of Gerald Armstrong, for an order that judgment be entered for Defendants and against Plaintiffs on said causes of action.

On March 7, 1996, the Court granted the motion of Cross-Defendant Church of Scientology made on the Code of Civil Procedure §437(c) on the ground that the action had no merit on the remaining claims set forth in the Cross-Complaint of Gerald Armstrong.

On February 21, 1996, Plaintiff filed its Cost Bill herein, seeking costs in the amount of $334,671.75.

In accordance with the above orders,

IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff shall recover from Defendant the principal sum of $300,000 plus interest at the legal rate from the date of such orders in the sum of $21,923, for a total sum of $321,923.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment of permanent injunction shall be entered against Defendant Armstrong in accordance with that certain ORDER OF PERMANENT INJUNCTION signed by this Court on October 17, 1995, a copy of which is attached hereto as Exhibit A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Cross-Defendant shall have judgment against Cross-Complainant upon the Cross-Complaint of Gerald Armstrong.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall recover from Defendant its costs in the sum of $334,671.75.

Dated: APRIL 29, 1996

Gary W Thomas
JUDGE OF THE SUPERIOR COURT

10-17-95

9786

FILED

OCT 17 1995

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

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Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

CASE NO. BC 157680

~~[PROPOSED]~~ GWT. 10/17/95

ORDER OF PERMANENT INJUNCTION

DATE: October 6, 1995
TIME: 9:00 a.m.
DEPT: 1

TRIAL DATE: Vacated

This matter came on for hearing on October 6, 1995, on motion of plaintiff Church of Scientology International ("the Church") for Summary Adjudication of the Twentieth Cause of Action of the Second Amended Complaint. Plaintiff Church of Scientology International appeared by its attorneys, Andrew H. Wilson of Wilson, Ryan & Campilongo and Laurie J. Bartilson of Bowles & Moxon, defendant Armstrong appeared by his attorney, Ford Greene. Having read and considered the moving and opposing papers, and the evidence and arguments presented therein and at the hearing, and good cause appearing:

IT IS ORDERED:

The Church's motion for summary adjudication of the twentieth cause of action of the Second Amended Complaint is GRANTED. The Court finds that there is no triable issue of material fact as to any of the following:

1. Plaintiff and defendant freely and voluntarily entered into a Mutual Release of All Claims and Settlement Agreement ("Agreement") in December, 1986.

2. Plaintiff performed all of its obligations pursuant to the Agreement.

3. Defendant Armstrong received substantial consideration for the promises which he made in the Agreement.

4. Since 1990, defendant Armstrong has repeatedly breached paragraphs 7(D), 7(E), 7(H), 7(G), 10, 18(D) and 20 of the Agreement.

5. Between 1991 and the present, Armstrong breached paragraphs 7(G), 7(H) and 10 of the Agreement by providing voluntary assistance, exclusive of testimony made pursuant to a valid subpoena, to the following private individuals, each of whom was pressing a claim or engaged in litigation with plaintiff and/or one or more of the designated beneficiaries of the Agreement:

- Vicki and Richard Aznaran, anti-Scientology litigants in the case of Vicki Aznaran, et al. v. Church of Scientology International, United States District Court for the Central District of California, Case No. CV 88-1786 (JMI) [Sep.St.Nos. 11-16];
- Joseph A. Yanny, anti-Scientology litigant in the case of Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. C 690211 and Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. BC 033035 [Sep.St.Nos. 17-

20];

- Malcolm Nothling, anti-Scientology litigant in the matter between Malcolm Nothling and the Church of Scientology in South Africa, Adi Codd, Diane Kemp, Glen Rollins; Supreme Court of South Africa (Witwatzbsrand Local Division) Case No. 19221/88. [Sep.St.Nos. 21-24];
- Reader's Digest Corporation, anti-Scientology litigant in the case of Church of Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland [Sep.St.Nos. 25-26];
- Richard Behar, anti-Scientology litigant in the case of Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company and Richard Behar, United States District Court, Southern District of New York, Case No. 92 Civ. 3024 PKL [Sep.St.Nos. 27-28];
- Steven Hunziker, anti-Scientology litigant in the case of Hunziker v. Applied Materials, Inc., Santa Clara Superior Court Case No. 692629 [Sep.St.Nos. 29-33];
- David Mayo, anti-Scientology litigant in the case of Religious Technology Center v. Robin Scott, et al., United States District Court for the Central District of California, Case No. 85-711 [Sep.St.Nos. 34-35];
- Cult Awareness Network, anti-Scientology litigant in the case of Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook County, Illinois, No. 94L804 [Sep.St.Nos. 38-39];
- Lawrence Wollersheim, anti-Scientology litigant in the cases of Lawrence Wollersheim v. Church of Scientology of California, Los Angeles Superior Court Number C332027 and Church of Scientology of California v. Lawrence Wollersheim, Los Angeles Superior Court Number BC074815 [Sep.St.Nos. 40-42];
- Ronald Lawley, anti-Scientology litigant in the cases of Religious Technology Center, et al. vs. Robin Scott, et al., U.S. District Court, Central

District of California, Case No. 85-711 MRP(Bx); Matter Between Church of Scientology Advanced Organization Saint Hill Europe and Africa, and Robin Scott, Ron Lawley, Morag Bellmaine, Stephen Bisbey in the High Court of Justice Queen's Bench Division, Case 1984 S No. 1675; and Matter Between Church of Scientology Religious Education College Inc., and Nancy Carter, Ron Lawley, Steven Bisbey, in the High Court of Justice Queen's Bench Division, Case 1986 C No. 12230 [Sep.St.Nos. 43-44];

- Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case of Church of Scientology International v. Steven Fishman, et al., United States District Court for the Central District of California Number 91-6426 HLH(Tx) [Sep.St.Nos. 45-46];
- Tilly Good, a claimant against the Church of Scientology, Mission of Sacramento Valley [Sep.St.Nos. 36-37];
- Denise Cantin, a claimant against the Church of Scientology of Orange County; Church of Scientology of Boston; and Church of Scientology, Flag Service Organization [Sep.St.Nos. 36-37]; and
- Ed Roberts, a claimant against the Church of Scientology of Stevens Creek [Sep.St.Nos. 36-37].

6. Between 1992 and the present, Armstrong breached paragraph 7(D) of the Agreement by contacting media representatives, granting interviews and attempting to assist media representatives in the preparation for publication or broadcast magazine articles, newspaper articles, books, radio and television programs, about or concerning the Church and/or other persons and entities referred to in paragraph 1 of the Agreement. These media representatives included:

- Cable Network News: reporter Don Knapp, in March, 1992 [Sep.St.Nos. 47-48];
- American Lawyer Magazine: reporter Bill Horne, in March, 1992

[Sep.St.No. 49];

- Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter Joel Sappell, in June, 1993 [Sep.St.Nos. 50-51];
- CAN Video Interview, with anti-Scientologists "Spanky" Taylor and Jerry Whitfield, in November, 1992 [Sep.St.No. 52];
- KFAX Radio: interview planned but prevented in April, 1993 [Sep.St.No. 53];
- Newsweek Magazine: reporter Charles Fleming, in June, 1993 and August, 1993 [Sep.St.No. 54-56];
- Daily Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];
- Time Magazine: reporter Richard Behar, in March, 1992 and in June, 1993 [Sep.St.Nos. 58-59];
- San Francisco Recorder: reporter Jennifer Cohen, in August, 1993 [Sep.St.No. 60];
- E! Entertainment Network: reporter Greg Agnew, in August, 1993 [Sep.St.No. 61];
- WORD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993 [Sep.St.No. 62];
- St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia, in the fall of 1993 [Sep.St.No. 63];
- Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No. 64];
- Mirror-Group Newspapers: United Kingdom, in May, 1994 [Sep.St.No. 65];
- Gauntlet Magazine: New York, New York, reporter Rick Cusick in June, 1994 [Sep.St.No. 66];
- Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994 [Sep.St.No. 67];

- Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68]; and

- Tom Voltz: Swiss author writing a book about Scientology, in October, 1994 [Sep.St.No. 69].

7. Between 1992 and the present, Armstrong breached paragraph 7(D) of the Agreement by preparing and distributing at least three manuscripts concerning his claimed experiences in and with Scientology, including a treatment for a screenplay which he intends to turn into a film [Sep.St.Nos.70-71].

8. Between 1991 and the present, Armstrong further breached paragraph 7(D) of the Agreement by disclosing his claimed experiences in or with Scientology to each of the following persons or groups, not previously identified: Robert Lobsinger [Sep.St.No. 72]; the New York Times [Sep.St.No. 73]; Toby Plevin, Stuart Culter, Anthony Laing, Kent Burtner, and Margaret Singer [Sep.St.No. 74]; Priscilla Coates [Sep.St.No. 75]; Omar Garrison [Sep.St.No. 76]; Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University psychology class [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

9. Defendant Armstrong has reiterated numerous times that he intends to continuing breaching the Agreement unless he is ordered by the Court to cease and desist [Sep.St.Nos. 87-97].

10. Plaintiff's legal remedies are inadequate insofar as the scope of the relief ordered below is concerned. Tamarind Lithography Workshop, Inc. v. Sanders (1983) 143 Cal.App.3d 571, 577-578, 193 Cal.Rptr. 409, 413.

Accordingly, the Court finds that entry of a permanent injunction in this action is necessary in this action because pecuniary compensation could not afford the Church adequate relief, and the restraint is necessary in order to prevent a multiplicity of actions for breach of contract. Civil Code § 3422(1),(3). A ORDER of injunction is therefore entered as follows:

Defendant Gerald Armstrong, his agents, employees, and persons acting in concert or conspiracy with him are restrained and enjoined from doing directly or indirectly any of the following:

1. Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim, regarding such claim or regarding pressing, arbitrating, or litigating it, against any of the following persons or entities:

- The Church of Scientology International, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Church of Scientology of California, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- Religious Technology Center, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Church of Spiritual Technology, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- All Scientology and Scientology affiliated Churches, organizations and entities, and their officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- Author Services, Inc., its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel;
- The Estate of L. Ron Hubbard, its executor, beneficiaries, heirs, representatives, and legal counsel; and/or
- Mary Sue Hubbard;

(Hereinafter referred to collectively as "the Beneficiaries");

2. Voluntarily assisting any person (not a governmental organ or entity) defending a claim, intending to defend a claim, intending to defend an arbitration, or intending to defend any claim being pressed, made, arbitrated or litigated by any of the Beneficiaries, regarding such claim or regarding defending, arbitrating, or litigating against it;

3. Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating adversely to any of the Beneficiaries;

4. Facilitating in any manner the creation, publication, broadcast, writing, filming audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the Beneficiaries;

5. Discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the Beneficiaries;

In addition, it is ORDERED that, within 20 days of the issuance of this Order, Armstrong shall:

1. Return to the Church any documents which he now has in his possession, custody or control which discuss or concern Scientology, the Church and/or any person or entity referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986, other than documents which have been filed in this litigation.

It is further ORDERED that during the pendency of this litigation, documents which have been filed in this litigation may be retained by Armstrong's counsel. Those documents are to remain sealed, in the possession of Mr. Greene or any successor counsel, and may not be distributed to third parties. At the conclusion of the instant litigation, it is ORDERED that all documents from this case in counsel's possession which do not comprise counsel's work product will be delivered to counsel for plaintiff. Counsel's work product may be retained by Armstrong's counsel.

DATED: __________, 1995

OCT 17 1995

GARY W. THOMAS

THE HONORABLE GARY W. THOMAS
SUPERIOR COURT JUDGE

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JUL 0 8 1996
JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: J. Bost, Deputy

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Defendant and Appellant
In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff and Respondent,

vs.

GERALD ARMSTRONG,

Defendant and Appellant.

Case No. **157680**

NOTICE OF APPEAL

[C.C.P. §904.1]

Defendant and Appellant Gerald Armstrong appeals to the Court of Appeal of the State of California, First Appellate District, from the "Judgment" filed on May 2, 1996 in Department One of the above-entitled court.

Notice of said "Judgment" was served on Defendant and Appellant on May 10, 1996.

DATED: July 8, 1996

Gerald Armstrong

9794.2

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

NOTICE OF APPEAL

on the following person(s) on the date set forth below, by delivering a true copy thereof enclosed in a sealed envelope to the addressee below:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, California 94104

Laurie J. Bartilson, Esquire
Moxon & Bartilson
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

[X]	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
[ ]	(Personal)	I caused said papers to be personally served on the office of counsel.
[x]	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 8, 1996

JoniEn "Lil Abner" Phippen

*

ORIGINAL

FILED

JUL 18 1996

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: J. Bost, Deputy

9795

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Defendant and Appellant
In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff and Respondent,

vs.

GERALD ARMSTRONG,

Defendant and Appellant.

Case No. **157680**

DEFENDANT-APPELLANT'S NOTICE TO PREPARE REPORTER'S TRANSCRIPT

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Notice is given that defendant-appellant Gerald Armstrong desires the preparation of a Reporter's Transcript of the following proceedings:

1. Hearing on motion for summary adjudication before the Honorable Gary W. Thomas in Department One of the Marin Superior Court on January 27, 1995, reported by Elaine Passaris;

2. Hearing on ex parte application for continuance of motion for summary adjudication before the Honorable Gary W. Thomas in Department One of the Marin Superior Court on April 7, 1995, reported by Elaine Passaris;

3. Hearing on motion for summary adjudication before the Honorable Gary W. Thomas in Department One of the Marin Superior Court on October 6, 1995, reported by Elaine Passaris;

DrA

(Defendant-appellant already has this transcript, and it need not be prepared);

4. Hearing on motion for reconsideration and motion for summary adjudication before the Honorable Gary W. Thomas in Department One of the Marin Superior Court on December 1, 1995, reported by Elaine Passaris;

5. Hearing on renewal motion for summary adjudication before the Honorable Gary W. Thomas in Department One of the Marin Superior Court on March 8, 1996, reported by Janice Knetzger.

DATED: July 18, 1996

Gerald Armstrong

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

DEFENDANT-APPELLANT'S NOTICE TO PREPARE REPORTER'S TRANSCRIPT

on the following person(s) on the date set forth below, by delivering a true copy thereof enclosed in a sealed envelope to the addressee below:

Laurie J. Bartilson, Esquire
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[ ] (Personal) I caused said papers to be personally served on the office of counsel.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 18, 1996

L. "Abner" Phippeny

*

ORIGINAL

FILED

JUL 18 1996

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: J. Bost, Deputy

9798

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
Defendant and Appellant
In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff and Respondent,

vs.

GERALD ARMSTRONG,

Defendant and Appellant.

Case No. **157680**

DEFENDANT-APPELLANT'S NOTICE OF DESIGNATION OF CLERK'S TRANSCRIPT

[CRC Rule 5(a)]

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Defendant-Appellant Gerald Armstrong hereby requests that a Clerk's Transcript be prepared and designates the following papers, documents and records to be incorporated in the Clerk's Transcript:

	Date	Item
		I MARIN SUPERIOR COURT CASE NO. 152229
1.	2/4/92	Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract
2.	2/4/92	Application for Order Sealing Portions of File
3.	2/4/92	Memorandum of Points and Authorities in Support of

DCA

Application for Order Sealing Portions of Record

4. 2/4/92 Declaration of Andrew H. Wilson in Support of Application for Order Sealing Portions of File

5. 2/4/92 Defendant's Opposition to Ex Parte Application for Sealing Order; Declaration of Counsel; Points and Authorities

6. 2/4/92 Order (Denying) Sealing Portions of Record (by Judge Beverly Savitt)

7. 2/8/92 Notice of Motion and Motion for Preliminary Injunction; Memorandum of Points and Authorities; Declarations of Lawrence E. Heller, Laurie J. Bartilson, and Lynn R. Farny in Support Thereof

8. 3/20/92 Minute Order (CNN filming allowed; case transferred to LA Superior Court; TRO extended 45 days)

9. 3/24/92 Order re Defendant's Motion to Dismiss or Stay or Transfer to Los Angeles Superior Court

10. 4/16/92 Notice of Transfer of Action (Action was filed in Los Angeles Superior Court 4/13/92 and given no. BC 052395

II LOS ANGELES SUPERIOR COURT CASE NO. BC 052395

11. 4/13/92 (Plaintiff's) Renewed Notice of Motion and Motion for Preliminary Injunction

12. 5/28/92 Order (of Hon. Ronald M. Sohigian) Granting Partial Preliminary Injunction

13. 6/4/92 Amended Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for

Breach of Contract

14. 6/5/92 (Plaintiff's) Notice of Ruling (of Hon. Ronald M. Sohigian)

15. 6/23/92 Amendment to Complaint; Sec. 474 C.C.P. (inserting as Doe I, The Gerald Armstrong Corporation)

16. 7/22/92 Answer of Gerald Armstrong and The Gerald Armstrong Corporation to Amended Complaint

17. 7/22/92 Cross-Complaint for Declaratory Relief, Abuse of Process, and Breach of Contract

18. 10/8/92 Amended Answer of Gerald Armstrong and The Gerald Armstrong Corporation to Amended Complaint

19. 10/8/92 Verified Amended Cross-Complaint for Declaratory Relief, Abuse of Process, and Breach of Contract

20. 10/20/92 (Plaintiff's) Notice of Hearing on Demurrer by Church of Scientology International to Amended Answer of Gerald Armstrong

21. 10/20/92 (Plaintiff's) Demurrer of Church of Scientology International to Amended Answer of Gerald Armstrong; Memorandum of Points and Authorities in Support Thereof

22. 10/20/92 (Plaintiff's) Demurrer

23. 11/20/92 Defendants' Opposition to Plaintiff's Demurrer to Amended Answer

24. 11/24/92 Plaintiff Church of Scientology International's Reply to Defendant's Opposition to Plaintiff's Demurrer to Amended Answer

25. 12/28/92 Order (Denying Plaintiff's Demurrer and Motion to Strike Cross-Complaint by Judge David A. Horowitz)

26. 12/31/92 (Plaintiff's) Ex Parte Application for Order to

		Show Cause Why Gerald Armstrong Should Not Be Held in Contempt; Memorandum of Points and Authorities; Declarations of Laurie J. Bartilson and Kendrick L. Moxon and Supporting Exhibits
27.	12/31/92	Order to Show Cause Re Contempt (by Judge Ronald M. Sohigian, setting 2/16/93 hearing)
28.	2/1/93	(Plaintiff's) Notice of Motion and Motion in Limine to Exclude Evidence of Alleged Actions of Plaintiff or Others which Predate the Order Violated by Armstrong at Trial of OSC Re Contempt Issued Against Defendant Gerald Armstrong; Memorandum of Points and Authorities in Support Thereof
29.	2/3/93	(Defendant's) Notice of Ex Parte Application and Ex Parte Application to Continue Hearing Date on OSC Re Contempt; Declaration of Ford Greene; [Proposed Order]
30.	2/24/93	(Defendants') Declaration of Garry L. Scarff in Opposition to Order to Show Cause Re Contempt
31.	2/24/93	(Defendants') Declaration of Jerry Whitfield in Opposition to Order to Show Cause Re Contempt
32.	2/24/93	(Defendants') Declaration of Ford Greene in Opposition to Order to Show Cause Re Contempt
33.	2/25/93	Defendant's Objections to Sufficiency of Plaintiff's Affidavit in Support of Order to Show Cause Re Contempt
34.	2/25/93	Defendant Armstrong's Memorandum in Opposition to Order to Show Cause Re Contempt [Supplemental]
35.	2/26/93	(Plaintiff's) Notice of Defendant's Failure to Oppose Plaintiff's Motion in Limine

36.	3/1/93	Plaintiff's Ex Parte Application for Leave to Late File Reply to Defendant's Opposition to Order to Show Cause; Declaration of Laurie J. Bartilson in Support Thereof
37.	3/1/93	Plaintiff's Reply to Defendant's Opposition to Order to Show Cause Why Gerald Armstrong Shall Not Be Held in Contempt of Court
38.	3/2/93	Defendant Armstrong's Memorandum in Opposition to Motion in Limine Re Actions of Scientology
39.	3/2/93	Plaintiff's Exhibits 1-10 for Hearing on Order to Show Cause Why Gerald Armstrong Should Not Be Held in Contempt
40.	3/2/93	(Plaintiff's) Request for Judicial Notice of Documents Previously Filed in Church of Scientology International vs. Armstrong; and Declaration of Laurie J. Bartilson
41.	3/2/93	(Plaintiff's) Request for Judicial Notice of Documents; Declaration of Laurie J. Bartilson
42.	3/3/93	(Plaintiff's) Objection to Declaration of Garry L. Scarff in Support of Opposition to Motion to Compel
43.	3/3/93	Defendant Armstrong's Memorandum in Sur-Reply on Order to Show Cause Re Contempt
44.	3/4/93	Plaintiff's Objection to "Defendant Armstrong's Memorandum in Opposition to Motion in Limine Re Actions of Scientology" and "Defendant Armstrong's Memorandum in Sur-Reply on Order to Show Cause Re Contempt;" Declaration of Laurie J. Bartilson in Support Thereof
45.	3/4/93	(Plaintiff's) Declarations of Timothy Bowles, Karen

		Hollander, Robert Wiener and Garry L. Scarff in Support of Plaintiff's Objection to Declaration of Garry L. Scarff
46.	3/17/93	(Defendant's) Declaration of Ford Greene in Support of Ex Parte Application for Stay of Proceedings in Trial Court
47.	3/17/93	Defendant Armstrong's Ex Parte Application for Stay of Proceedings, or, in the Alternative for a Temporary Stay of Proceedings Pending Briefing on a Motion for Stay, or, in the Further Alternative for an Extension of Time to Oppose Motions for Summary Adjudication; Points and Authorities; Declaration
48.	3/17/93	(Plaintiff's) Notice of Ruling (Re Application for Stay of Proceedings; Judge David Horowitz)
49.	3/18/93	(Defendant's) Declaration of Ford Greene Re Application for Extension to Oppose Motions for Summary Adjudication
50.	3/18/93	Plaintiff's Opposition to Armstrong's Alternative Application to Stay Proceedings; Declaration of Laurie J. Bartilson in Support Thereof
51.	3/18/93	(Defendant's) Notice of Corrected Ruling
52.	3/22/93	(Plaintiff's) Notice of Filing Official Court Transcript
53.	3/22/93	(Defendant's) Declaration of Ford Greene in Support of Defendant's Reply for Stay of Proceedings
54.	3/22/93	Defendant Armstrong's Reply Memorandum in Support of Motion for Stay of Proceedings
55.	3/23/93	Order (Granting Motion for Stay of Proceedings; Judge David A. Horowitz)

56.	4/1/93	(Defendant's) Notice of Ruling on Defendant Armstrong's Motion for Stay of Proceedings
57.	7/26/93	Order to Show Cause Re Contempt (9/14/93)
58.	7/26/93	(Plaintiff's) Declaration of Laurie J. Bartilson in Support of Second Application for Order to Show Cause Why Gerald Armstrong Should not Be Held in Contempt
59.	7/26/93	(Plaintiff's) Ex Parte Application for Order to Show Cause Why Gerald Armstrong Should not Be Held in Contempt of Court; Memorandum of Points and Authorities
60.	7/26/93	(Defendant's) Declaration of Ford Greene in Opposition to Application for an Order to Show Cause Re Contempt; Request for Monetary Sanctions
61.	7/26/93	Defendant Armstrong's Memorandum in Opposition to Application for an Order to Show Cause Re Contempt; Request for Monetary Sanctions
62.	8/6/93	(Plaintiff's) Notice of Related Case (BC 084642 and BC 052395)
63.	9/7/93	(Defendant's) Declaration of Ford Greene in Opposition to Order to Show Cause Re Contempt; Request for Monetary Sanctions
64.	9/7/93	Defendant Armstrong's Memorandum in Opposition to Order to Show Cause Re Contempt; Request for Monetary Sanctions
65.	9/10/93	(Plaintiff's) Lodging of Exhibit D: What is Scientology?
66.	9/10/93	Plaintiff's Response to Defendant's Opposition to Order to Show Cause Why Gerald Armstrong Should Not

Be Held in Contempt of Court; Request for Sanctions Against Gerald Armstrong and Ford Greene

67.	4/5/94	Verified Second Amended Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract
68.	5/18/94	(Plaintiff's) Notice of Ruling (Re Court of Appeal Affirming Preliminary Injunction)
69.	6/10/94	(Plaintiff's) Notice of Motion and Motion to Advance Date of Contempt Hearing; Declaration of Laurie J. Bartilson
70.	6/14/94	(Plaintiff's) Notice of Motion and Motion By Cross-Defendant Church of Scientology International for Summary Adjudication of the Second and Third Causes of Action of the Cross-Complaint
71.	6/14/94	(Plaintiff's) Separate Statement of Undisputed Facts with Reference to Supporting Evidence in Support of Motion of Cross-Defendant Church of Scientology International for Summary Adjudication of Gerald Armstrong; Does the Second and Third Causes of Action of the Amended Cross-Complaint (sic)
72.	6/14/94	(Plaintiff's) Memorandum of Points and Authorities in Support of Motion for Summary Adjudication of the Second and Third Causes of Action of the Amended Cross-Complaint
73.	7/5/94	(Plaintiff's) Notice of Change of Hearing Date (Re motion for summary adjudication of cross-complaint, to 8/2/94)
74.	7/13/94	Notice of Ruling (Re: 07/08/94 Motion to Advance

Hearing Date on OSC)

75. 7/19/94 (Plaintiff's) Letter of Laurie J. Bartilson to Judge Diane Wayne re OSC re Contempt

76. 7/20/94 Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Motion for Summary Adjudication with Supporting Evidence

77. 7/20/94 (Armstrong's) Memorandum of Points and Authorities in Opposition to Motion for Summary Adjudication with Supporting Evidence

78. 7/25/94 (Armstrong's) Declaration of Ford Greene in Opposition to CSI's Motion for Summary Adjudication

79. 7/26/94 (Plaintiff's) Notice of Lodging of Exhibit A to Declaration of Lawrence E. Heller, Exhibit A to Church of Scientology International's Reply in Support of Motion for Summary Adjudication of the Second and Third Causes of Action of the Amended Cross-Complaint

80. 7/26/94 (Plaintiff's) Lodging of Exhibit A to Declaration of Lawrence E. Heller, Exhibit A to Church of Scientology International's Reply in Support of Motion for Summary Adjudication of the Second and Third Causes of Action of the Amended Cross-Complaint (videotape)

81. 7/26/94 (Plaintiff's) Church of Scientology International's Reply in Support of Motion for Summary Adjudication of the Second and Third Causes of Action of the Amended Cross-Complaint

82. 7/28/94 Minute Order (Denying OSC re Contempt, by Judge Diane Wayne)

83.	8/1/94	(Plaintiff's) Notice of Continuance of Hearing on Cross-Defendant Church of Scientology International's Motion for Summary Adjudication of the Second and Third Causes of Action of the Amended Cross-Complaint
84.	8/16/94	Order (by Judge David A. Horowitz granting CSI's motion for summary adjudication of second and third causes of action of cross-complaint)
85.	9/1/94	Stipulation and Order Changing Venue (by Judge David A. Horowitz)
86.	9/28/94	Notice of Outgoing Transfer
87.	11/15/94	Armstrong's Opposition to Ex Parte Application for Order Deeming an Incomplete File to be "Complete" Declarations of Ford Greene; Sanctions Request
88.	11/16/94	Plaintiff's Ex Parte Application to Have Transferred File Deemed Complete and Accepted by the Clerk of the Court; Request for Sanctions Against Defendant Gerald Armstrong and His Counsel, Ford Greene
89.	11/16/94	Minute Order (Denying request to deem file complete, by Judge Gary W. Thomas)

III LOS ANGELES SUPERIOR COURT CASE NO. BC 084462

90.	7/8/93	Verified Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract)
91.	8/9/93	Verified First Amended Complaint for Damages and for Preliminary and Permanent Injunctive Relief for

		Breach of Contract
92.	8/27/93	Minute Order Re: Related Cases (Judge Gary Klausner, assigning case to Judge David Horowitz)
93.	9/14/93	Defendants' Exhibits in Support of Special Motion to Strike Including Declarations of Ford Greene, Gerald Armstrong and Vicki Aznaran
94.	9/14/93	(Defendants') Notice of Motion and Special Motion to Strike First Amended Complaint; Declarations of Ford Greene, Gerald Armstrong and Vicki Aznaran; [Proposed] Order
95.	9/14/93	(Defendants') Memorandum of Points and Authorities in Support of Special Motion to Strike
96.	9/29/93	Plaintiff's Opposition to Armstrong's Motion to Strike First Amended Complaint; Request for Sanctions Against Gerald Armstrong and Ford Greene; Declaration of Laurie J. Bartilson and Exhibits in Support Thereof [C.C.P. 425.16(c) and 128.5]
97.	9/29/93	Plaintiff's Notice of Lodging Video Tapes as Exhibit L and Exhibit P with the Court
98.	9/30/93	(Plaintiff's) Errata to Plaintiff's Opposition to Armstrong's Motion to Strike First Amended Complaint; Request for Sanctions Against Gerald Armstrong and Ford Greene; Declaration of Laurie J. Bartilson and Exhibits in Support Thereof [C.C.P. 425.16(c) and 128.5]
99.	10/4/93	(Defendants') Declaration of Ford Greene in Support of Reply re Special Motion to Strike
100.	10/4/93	Defendants' Reply in Support of Special Motion to Strike Complaint; Declaration of Ford Greene;

Declaration of Gerald Armstrong

101. 10/6/93 Minute Order (Judge David Horowitz, consolidating into BC 052395 and staying action)

102. 2/10/94 (Plaintiff's) Verified Second Amended Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract

103. 2/10/94 (Plaintiff's) Notice of Motion and Motion to Vacate Stay of Trial Proceedings; Memorandum of Points and Authorities in Support Thereof

104. 3/7/94 Armstrong's Objections to Exhibits Submitted in Support of Scientology's Motion to Vacate Stay Order and to All Argument Based Thereon

105. 3/7/94 (Defendants') Declaration of Ford Greene in Opposition to Scientology's Motion to Vacate Stay Order

106. 3/7/94 Defendants') Armstrong and TGAC Opposition to Scientology's Motion to Vacate Stay Order and Armstrong's Motion for Monetary Sanctions; Points and Authorities; Declaration of Ford Greene

107. 3/10/94 Plaintiff's Reply in Support of Motion to Vacate Stay of Trial Proceedings

108. 3/14/94 Minute Order (Denying Motion to Vacate Stay, by Judge David Horowitz)

IV MARIN SUPERIOR COURT CASE NO. 157680

109. 7/23/93 Verified Complaint to Set Aside Fraudulent Transfers and for Damages; Conspiracy

110. 11/29/93 Verified Answer of Defendant Michael Walton

111. 11/30/93 Verified Answer of Gerald Armstrong

112. 11/30/93 Verified Answer of The Gerald Armstrong Corporation

113. 9/7/94 (CSI & Armstrong's) Joint Application for Consolidation

114. 9/7/94 Order Re: Joint Application for Consolidation (by Judge Gary W. Thomas, setting hearing for 9/23/94)

115. 9/12/94 (CSI's) Notice of Entry of Order Shortening Time for Briefing Schedule and Hearing Date of Motion for Consolidation and Continuance of Trial Date (Order by Judge Gary W. Thomas shortening time and setting hearing date 9/16/94

116. 9/13/94 (CSI's) Amendment Substituting True Name for Fictitious Name [CCP §474] (Solina Behbehani-Walton)

117. 11/16/94 Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint

118. 11/16/94 (Plaintiff's) Notice of Lodging of Exhibit A to the Declaration of Lawrence E. Heller, Exhibit 1C to Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint

119. 11/16/94 (Plaintiff's) Request for Judicial Notice in Support of Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint and Exhibits Thereto

120. 11/16/94 (Plaintiff's) Evidence in Support of Plaintiff's

		Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint
121.	11/16/94	(Plaintiff's) Separate Statement of Undisputed Facts in Support of Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint and Exhibits Thereto
122.	11/16/94	Plaintiff's Memorandum of Points and Authorities in Support of Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Plaintiff's Second Amended Complaint and Exhibits Thereto
123.	1/5/95	Verified Answer of Solina Walton
124.	1/13/95	Armstrong's Request for Judicial Notice in Opposition to Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action
125.	1/13/95	Armstrong's Evidence in Opposition to Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action (Volumes One and Two)
126.	1/13/95	Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint
127.	1/13/95	Defendants' Opposition to Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action
128.	1/19/95	Armstrong's Evidence in Support of Supplemental

Declaration in Opposition to Scientology's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint

129. 1/19/95 Armstrong's Supplemental Declaration in Opposition to Scientology's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint

130. 1/20/95 (Plaintiff's) Declaration of Kenneth D. Long in Support of Plaintiff's Reply in Support of Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint

131. 1/20/95 (Plaintiff's) Reply in Support of Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint

132. 1/23/95 Church of Scientology International's Ex Parte Application for an Order Striking Armstrong's Late-Filed Supplemental Declaration in Opposition to Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, or, in the Alternative, for a Order Sealing Exhibits A and M to Said Declaration; Request for Sanctions [C.C.P. § 437C(i)]

133. 1/23/95 (Plaintiff's) Declaration of Laurie J. Bartilson in Support of Church of Scientology International's Ex Parte Application for an Order Striking Armstrong's

		Late-Filed Supplemental Declaration in Opposition to Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, or, in the Alternative, for a Order Sealing Exhibits A and M to Said Declaration
134.	1/23/95	Church of Scientology International's Memorandum of Points and Authorities in Support of Ex Parte Application for an Order Striking Armstrong's Late-Filed Supplemental Declaration in Opposition to Plaintiff's Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, or, in the Alternative, for a Order Sealing Exhibits A and M to Said Declaration; Request for Sanctions [C.C.P. § 437C(i)]
135.	1/23/95	Armstrong's Declaration in Opposition to Ex Parte Application for Order Striking Declaration re Summary Adjudication
136.	1/23/95	Armstrong's Opposition to Ex Parte Application for Order Striking Declaration re Summary Adjudication
137.	1/24/95	Plaintiff's Objections to Armstrong's Evidence Submitted in Opposition to Motion for Summary Adjudication of the Fourth, Sixth and Eleventh Causes of Action
138.	1/27/95	Order (By Judge Gary W. Thomas Granting Summary Adjudication as to 4th and 11th Causes of Action, Denying as to 6th, Granting Sanctions re Armstrong's Late-Filed Declaration)

139. 2/23/95 (Armstrong's) Substitution of Counsel (Gerald Armstrong in pro per in place of Ford Greene and Paul Morantz)

140. 2/23/95 (Plaintiff's) Evidence in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint - Volumes 1 and 2

141. 2/23/95 Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint

142. 2/23/95 (Plaintiff's) Request for Judicial Notice in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint

143. 2/23/95 (Plaintiff's) Notice of Lodging Video Tape as Exhibit 1TT in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint

144. 2/23/95 (Plaintiff's) Separate Statement of Undisputed Material Facts in Support of Plaintiff's Motion for Summary Adjudication as to the Twentieth Cause of Action

145. 2/23/95 (Plaintiff's) Memorandum of Points and Authorities in Support of Plaintiff's Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint

146. 3/10/95 (Armstrong's) Ex Parte Application to Continue Hearing on Motion for Summary Adjudication of Twentieth Cause of Action of Complaint (granted by

Judge Gary W. Thomas to 4/14/95)

147. 3/17/95 Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint

148. 3/17/95 (Plaintiff's) Notice of Lodging Video Tape as Exhibit 1K in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint

149. 3/17/95 (Plaintiff's) Request for Judicial Notice in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint

150. 3/17/95 (Plaintiff's) Evidence in Support of Plaintiff's Notice of Motion and Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint

151. 3/17/95 (Plaintiff's) Separate Statement of Undisputed Facts in Support of Plaintiff's Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint

152. 2/23/95 (Plaintiff's) Memorandum of Points and Authorities in Support of Plaintiff's Motion for Summary Adjudication of the Thirteenth, Sixteenth,

		Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint
153.	3/29/95	(Armstrong's) Ex Parte Application to Continue Hearings on Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of 2nd Amended Complaint (Granted to 4/21/95 by Judge Gary W. Thomas)
154.	4/7/95	(Armstrong's) Ex Parte Application to Continue Hearings on Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of 2nd Amended Complaint (Denied by Judge Gary W. Thomas)
155.	4/7/95	(Plaintiff's) Declaration of Laurie J. Bartilson in Support of Plaintiff's Opposition to Defendant Gerald Armstrong's Third Ex Parte Application to Continue Hearing on Motions for Summary Adjudication
156.	4/7/95	Plaintiff's Opposition to Defendant Gerald Armstrong's Third Ex Parte Application to Continue Hearing on Motions for Summary Adjudication
157.	4/10/95	(Armstrong's) Declaration of Lawrence Wollersheim in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint
158.	4/14/95	(Plaintiff's) Declaration of Laurie J. Bartilson in Support of Plaintiff's Reply to Armstrong's Opposition to Plaintiff's Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint and Motion for Summary

Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Complaint

159. 4/14/95 Plaintiff's Combined Reply in Support of Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Complaint and Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Complaint

160. 4/19/95 Gerald Armstrong's Notice of Filing Chapter 7 Bankruptcy Petition and Imposition of Automatic Stay

161. 4/20/95 Order (Staying Action; Setting 8/3/95 for Status Conference, by Judge Gary W. Thomas)

162. 4/27/95 Order (Staying Motion for Terminating or Evidentiary Sanctions, by Judge Gary W. Thomas)

163. 8/3/95 Order after Status Conference (Setting Motion for Summary Adjudication for 9/29/95, by Judge Gary W. Thomas)

164. 9/14/95 (Armstrong's) Substitution of Attorney (Ford Greene in place of Gerald Armstrong in pro per)

165. 9/15/95 (Armstrong's) Ex Parte Application for Order Allowing Filing of Opposition to Motion for Summary Judgment/Adjudication; Declaration of Ford Greene; Order

166. 9/15/95 Order (Permitting filing opposition to motion for summary adjudication 8/18/95 by Judge Gary W. Thomas)

167. 9/18/95 (Armstrong's) Evidence in Support of Opposition to

		Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint (Volumes 1-9)
168.	9/18/95	Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Motion for Summary Adjudication of the 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint
169.	9/18/95	Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Motion for Summary Adjudication of the Twentieth Cause of Action of the Second Amended Complaint
170.	9/18/95	Defendant's Opposition to Motion for Summary Adjudication on the Thirteenth, Sixteenth, Seventeenth, and Nineteenth Causes of Action
171.	9/18/95	Defendant's Opposition to Motion for Summary Adjudication on the Twentieth Cause of Action
172.	9/19/95	(Plaintiff's) Declaration of Andrew H. Wilson in Support of Church of Scientology International's Ex Parte Application for an Order Striking Armstrong's Evidence in Support of Opposition to Plaintiff's Pending Motions for Summary Adjudication, or, in the Alternative, for an Order Sealing the Following Exhibits: Vol. VI, Ex. 1(J)(A), Ex. 1(J)(M); Vol. IX, Ex. 2(A), 2(C), 3(B), 5(B), and 7(A); Request for Sanctions [C.C.P. § 437C(i)]
173.	9/19/95	Church of Scientology International's Memorandum of Points and Authorities in Support of Ex Parte Application for an Order Striking Armstrong's Evidence in Support of Opposition to Plaintiff's

		Pending Motions for Summary Adjudication, or, in the Alternative, for an Order Sealing the Following Exhibits: Vol. VI, Ex. 1(J)(A), Ex. 1(J)(M); Vol. IX, Ex. 2(A), 2(C), 3(B), 5(B), and 7(A); Request for Sanctions [C.C.P. § 437C(i)]
174.	9/19/95	Church of Scientology International's Ex Parte Application for an Order Striking Armstrong's Evidence in Support of Opposition to Plaintiff's Pending Motions for Summary Adjudication, or, in the Alternative, for an Order Sealing the Following Exhibits: Vol. VI, Ex. 1(J)(A), Ex. 1(J)(M); Vol. IX, Ex. 2(A), 2(C), 3(B), 5(B), and 7(A); Request for Sanctions [C.C.P. § 437C(i)]
175.	9/20/95	(Armstrong's) Declaration of Gerald Armstrong in Opposition to Ex Parte Application
176.	9/20/95	(Armstrong's) Opposition of Defendant Gerald Armstrong to Ex Parte Application; Declaration of Gerald Armstrong; Declaration of Ford Greene
177.	9/20/95	Order (Sealing Exhibits by Judge Gary W. Thomas)
178.	9/25/95	Plaintiff's Further Reply in Support of Motion for Summary Adjudication of the Twentieth Cause of Action of Plaintiff's Second Amended Complaint
179.	9/25/95	Plaintiff's Further Reply in Support of Motion for Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint
180.	9/26/95	(Plaintiff's) Request for Judicial Notice in Support of Plaintiff's Objections to Armstrong's Evidence in Opposition to Plaintiff's Pending

Motions for Summary Adjudication

181. 9/26/95 (Plaintiff's) Declaration of Laurie J. Bartilson in Support of Church of Scientology International's Objections to Evidence Filed by Gerald Armstrong in Opposition to Pending Summary Adjudication Motions; Request for Sanctions

182. 9/26/95 Church of Scientology International's Objections to Armstrong's Evidence in Support of Opposition to Plaintiff's Pending Motions for Summary Adjudication; Motion to Strike Evidence; and Request for Sanctions Against Gerald Armstrong and Ford Greene [C.C.P. § 437C(i)]

183. 9/26/95 (Armstrong's) Notice of Lodging of Videotape in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th and 19th Causes of Action

184. 10/5/95 Tentative Ruling (Granting Plaintiff's Motions for Summary Adjudication, by Judge Gary W. Thomas)

185. 10/17/95 Order of Permanent Injunction (by Judge Gary W. Thomas)

186. 10/17/95 Order of Summary Judgment as to the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action of Plaintiff's Second Amended Complaint Permanent Injunction (by Judge Gary W. Thomas)

187. 10/18/95 (Plaintiff's) Notice of Ruling (Re 10/17/95 Orders)

188. 10/26/95 Plaintiff Church of Scientology International's Notice of Motion and Motion for (1) Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint; (2) Severance; (3) Dismissal of Unadjudicated Claims;

and (4) Entry of Final Judgment

189. 10/26/95 (Plaintiff's) Request for Judicial Notice in Support of Plaintiff's Notice of Motion and Motion for (1) Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint; (2) Severance; (3) Dismissal of Unadjudicated Claims; and (4) Entry of Final Judgment

190. 10/26/95 (Plaintiff's) Separate Statement of Undisputed Facts in Support of Plaintiff's Motion for Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint

191. 10/26/95 (Plaintiff's) Memorandum of Points and Authorities in Support of Plaintiff's Motion for (1) Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint; (2) Severance; (3) Dismissal of Unadjudicated Claims; and (4) Entry of Final Judgment

192. 11/2/95 Armstrong's Notice of Motion and Motion for Reconsideration of Grant of Summary Adjudication as to Twentieth Cause of Action for Permanent Injunction; Points and Authorities; Declaration of Ford Greene

193. 11/16/95 Armstrong's Amended Notice of Motion and Motion for Reconsideration of Grant of Summary Adjudication as to Twentieth Cause of Action for Permanent Injunction; Points and Authorities; Declaration of Ford Greene

194. 11/17/95 Armstrong's Submission of Evidence Under Seal That

Was Previously Stricken on 10/17/95 in Opposition to Motion for Summary Adjudication on First Cause of Action of Armstrong's First Amended Cross-Complaint

195. 11/17/95 Armstrong's Notice of Reliance on Evidence Previously Submitted on September 18, 1995 in Opposition to Motion for Summary Adjudication on First Cause of Action of Armstrong's First Amended Cross-Complaint

196. 11/17/95 (Armstrong's) Request for Judicial Notice in Opposition to Motion for Summary Adjudication on First Cause of Action of Armstrong's First Amended Cross-Complaint

197. 11/17/95 Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Motion for Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint

198. 11/17/95 Armstrong's Opposition to Motion for Summary Adjudication on First Cause of Action of Armstrong's First Amended Cross-Complaint; Points and Authorities; Request for Judicial Notice

199. 11/22/95 (Plaintiff's) Declaration of Laurie J. Bartilson in Support of Church of Scientology International's Memorandum of Points and Authorities in Opposition to Armstrong's "Amended" Motion for Reconsideration of Entry of Permanent Injunction

200. 11/22/95 Church of Scientology International's Memorandum of Points and Authorities in Opposition to Armstrong's "Amended" Motion for Reconsideration of Entry of

Permanent Injunction; Request for Sanctions Against Armstrong and His Attorney Ford Greene

201.	11/22/95	Plaintiff's Reply in Support of Motion for (1) Summary Adjudication of the First Cause of Action of Armstrong's First Amended Cross-Complaint; (2) Severance; (3) Dismissal of Unadjudicated Claims; and (4) Entry of Final Judgment
202.	11/29/95	Armstrong's Request for Judicial Notice in Support of Reply in Support of Motion for Reconsideration
203.	11/29/95	Armstrong's Reply Memorandum in Support of Motion for Reconsideration of Grant of Summary Adjudication as to Twentieth Cause of Action for Permanent Injunction; Request for Judicial Notice
204.	11/30/95	Tentative Ruling (Denying motion for reconsideration; granting in part motion for summary adjudication, by Judge Gary W. Thomas)
205.	12/27/95	Substitution of Attorney (Gerald Armstrong in place of Ford Greene)
206.	1/23/96	(Scientology's) Notice of Motion and Renewal Motion for Summary Judgment of Cross-Complainant Gerald Armstrong's Cross-Complaint
207.	1/23/96	(Scientology's) Request for Judicial Notice in Support of Plaintiff/Cross-Defendant's Renewal Motion for Summary Judgment
208.	1/23/96	(Scientology's) Declaration of Andrew H. Wilson in Support of Plaintiff/Cross-Defendant's Renewal Motion for Summary Judgment
209.	1/23/96	(Scientology's) Declaration of Laurie J. Bartilson in Support of Plaintiff/Cross-Defendant's Renewal

		Motion for Summary Judgment of Defendant Gerald Armstrong's Cross-Complaint
210.	1/23/96	(Scientology's) Separate Statement of Undisputed Facts in Support of Plaintiff/Cross-Defendant's Renewal Motion for Summary Judgment of Armstrong's Verified Amended Cross-Complaint
211.	1/23/96	(Scientology's) Memorandum of Points and Authorities in Support of Plaintiff/Cross-Defendant's Renewal Motion for Summary Judgment of Defendant Gerald Armstrong's Cross-Complaint
212.	2/2/96	(Scientology's) Notice of Entry of Order re Defendant Gerald Armstrong's Motion for Reconsideration of Entry of Permanent Injunction (Order filed 1/18/96, signed by Judge Gary W. Thomas)
213.	2/2/96	(Scientology's) Notice of Entry of Order re Motion of Plaintiff for Summary Adjudication of Issues (Order filed 1/30/96, signed by Judge Gary W. Thomas)
214.	2/23/96	(Armstrong's) Declaration of Gerald Armstrong in Support of Opposition to Renewal Motion for Summary Judgment of Armstrong's First Amended Cross-Complaint
215.	2/23/96	Armstrong's Separate Statement of Disputed and Undisputed Facts in Opposition to Renewal Motion for Summary Judgment of the First Cause of Action of Armstrong's First Amended Cross-Complaint
216.	2/23/96	Armstrong's Opposition to Renewal Motion for Summary Judgment of Armstrong's First Amended

		Cross-Complaint; Separate Statement of Disputed and Undisputed Facts; Declaration of Gerald Armstrong
217.	2/26/96	Armstrong's Amended Opposition to Renewal Motion for Summary Judgment of Armstrong's First Amended Cross-Complaint; Separate Statement of Disputed and Undisputed Facts; Declaration of Gerald Armstrong
218.	3/1/96	Church of Scientology International's Reply in Support of Renewal Motion for Summary Judgment of Defendant Gerald Armstrong's Cross-Complaint
219.	3/7/96	Tentative Ruling (Granting renewal motion for summary judgment of cross-complaint, by Judge Gary W. Thomas)
220.	3/28/96	(Armstrong's) Notice of Appeal
221.	5/2/96	Judgment (pursuant to summary adjudication motions, by Judge Gary W. Thomas)
222.	7/8/96	(Armstrong's) Notice of Appeal
223.	7/18/96	Defendant-Appellant's Notice of Designation of Clerk's Transcript
224.	7/18/96	Defendant-Appellant's Notice to Prepare Reporter's Transcript

DATED: July 18, 1996

Gerald Armstrong

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 715 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

DEFENDANT-APPELLANT'S NOTICE OF DESIGNATION OF CLERK'S TRANSCRIPT

on the following person(s) on the date set forth below, by delivering a true copy thereof enclosed in a sealed envelope to the addressee below:

Laurie J. Bartilson, Esquire
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[ ] (Personal) I caused said papers to be personally served on the office of counsel.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 18, 1996

J. "Abner" Phippeny